

# Exhibit A-13

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# Exhibit A-14

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# Addendum to Governing Travel Agency Agreements (GTAA)

## American Airlines, Inc. Addendum to the Governing Travel Agency Agreements for ARC and IATA Accredited Agents and their affiliates

Your travel agency, including affiliated agency locations under common control that are accredited by Airlines Reporting Corporation ("ARC") or the International Air Transport Association ("IATA") (collectively "Agent"), has entered into the Agent Reporting Agreement (the "ARC Agreement") with ARC with respect to travel agency location(s) in the United States and / or may have entered into and the IATA Passenger Sales Agency Agreement (the "IATA PSAA") with IATA with respect to any travel agency locations outside the United States (collectively, as applicable, the "Governing Travel Agency Agreements"). The terms, conditions and Rules governing the agent-principal relationship between Agent and American Airlines, Inc., including all affiliated airlines under common control of American Airlines Group Inc., (collectively "American") are set forth below and in the Governing Travel Agency Agreement applicable to each travel agency location and any other agreement entered into by American and Agent, as supplemented by the terms, conditions, and Rules (defined in Section 3) below (such agreements including these terms, conditions, and Rules, being referred to collectively as the "Agreement"). American has appointed Agent to act as an agent for American in the sale of American's products and services ("Agent's Appointment" or "Appointment"). Agent acknowledges and affirms that, until terminated or suspended, it is an agent of American. Compliance with the Agreement including these terms, conditions and Rules are conditions to the continued Appointment of Agent. To the extent that Agent or Agent's affiliates, or their respective employees, sub-agents, services vendors or other third-party contractors or representatives including sub-agents using a technology platform provided by Agent ("Agent Representatives") are involved in Agent's activities within the scope of the Appointment, Agent will remain primarily responsible and liable to American for their full compliance with all of Agent's obligations under the Agreement. Upon request by American, Agent will provide American with a complete and accurate list of all of its Agent Representatives (including IATA and office identifiers/ pseudo city codes) and the payment means utilized by such Agent Representatives. The Agreement applies to any tickets issued by Agent or Agent Representatives using American's ticket stock.

### 1. Right to Inspect and Audit.

American may independently review any of Agent's locations, including those under Agent's common control, that are accredited by ARC or IATA (the "Agency Locations"). The review may include on-site inspection of any Agency Location to determine whether Agent's operations comply with American's requirements for its agents in the sale of American products and services. American has the right to enter any Agency Location upon reasonable advance notice to: (i) inspect Agent's books and records relating to sales of American's products and services and to ensure Agent's

compliance with the provisions of the Agreement; and (ii) audit Agent's books and records to detect or establish Agent's abuse of, or failure to comply with, any of terms of the Agreement including American's Rules concerning sale of travel on American, agency free and reduced rate travel, agency incentives, promotional or override programs, or Agent ticket fraud. Agent agrees that American may use information obtained from ARC or IATA to evaluate the credit-worthiness of Agent and Agent's employees and owners.

## 2. Commissions and Incentives.

(a) Right to Modify Commission Policy. American does not currently pay base commissions to ARC-accredited agents for the sale of American's products and services. American, in its sole discretion, reserves the right to modify its commissions and other compensation policies for Agents at any time.

(b) Limitations on Any Commissions. If American chooses to pay any commissions for the sale of American's products and services, American will pay commissions to Agent only in accordance with its then-current policy or agreement with Agent and only for Agent's issuance of standard tickets that show American as the ticketing carrier and that are properly issued in accordance with the Agreement. Agent is not entitled to any commission for (i) tickets for which a full or partial refund is made, (ii) late or unreported tickets, (iii) tickets issued to owners, officers, directors, stockholders, members, partners, or employees of either Agent or any person or entity which controls, is controlled by, or is under common control with Agent (e.g., affiliated agencies in other geographic locations), or (iv) cancelled tickets. Agent acknowledges and agrees that any entitlement to a commission is conditioned on Agent's compliance with these terms, conditions and Rules, including the prohibitions on re-distribution in Section 3(k) below, and any failure to comply will invalidate all commission obligations to Agent. Any commissions are based on the fare paid only; American does not pay any commissions on governmental or similar taxes, fees, and charges, or fees or charges collected by Agent for its own account or for the account of a third party. American's choice to pay a commission to Agent does not imply or require that American also make available to Agent certain or all of American fares and other products and services (collectively, "Content").

## 3. Compliance with American's Rules and Rates.

(a) General. Agent will strictly adhere to American's current instructions, rules, regulations, requirements, conditions of sale or carriage, tariffs, and procedures (the "Rules") in booking any reservation or issuing, reissuing, selling, exchanging, refunding, using flight or trip credits, canceling or reporting any ticket calling for transportation on American. Relatedly, Agent will not assist or facilitate or encourage any violation of the Rules by any of the Agent's customers. Agent will ensure that its systems (including the systems provided by third parties that Agent chooses to use), processes and sales practices accurately display and convey all information relating to American's products and services as presented by American, including with respect to the display, offer, booking, ticketing or sale of American's products and services.

(b) Compliance. Agent will also comply with all laws and regulations applicable to its activities under the Agreement, including all laws and regulations pertaining to unfair and deceptive practices and requirements for disclosures to consumers. Agent will give complete and accurate treatment for each of American's products and services displayed in the course of providing its services to customers, including in search and shopping activities. Agent will display all terms applicable to American's products and services. Agent acknowledges that it is responsible for staying fully and timely informed on all new developments in law and regulation applicable to the display and offer of air transportation and related services, including laws and regulations regarding travel insurance.

(c) Comparisons. If Agent makes comparisons to competitors' products and services, Agent will ensure that: (i) all such comparisons take into account all available American products and services and will fully display all fare rules and the terms and conditions applicable to the compared products as provided by American; and (ii) any comparison analysis is conducted in a comprehensive, transparent and fair manner. Failure to comply may subject Agent to debit memos from

American for any deficiency or any loss incurred by American by reason of the violation, the restriction or removal of some of all of American's Content and the suspension, limitation or termination of Agent's appointment. If Agent is involved in the promotion, sale or purchase of tickets, or other activity, whether alone or with third parties, that causes a violation or breach of the Rules, American reserves the right to pursue recourse directly against Agent.

(d) Transparency. These instructions do not prohibit Agent from offering discounts off its own service charges or other Agent-related fees to its customers or otherwise compensating its customers in connection with transportation on American. If Agent charges a service or other fee for the services that it provides to customers or compensates its customers, such charges, fees (including any discounts) and compensation shall be clearly identified and listed separately from American's fare information in the shopping and booking process, so that the components and calculation of the final sale price is clear to the customer (e.g., the fare as published by American must always be separately displayed).

(e) Order of Precedence and Conflicts of Law. In the event of any conflicts between these instructions, the Governing Travel Agency Agreements, or applicable law or regulation, the conflict shall be resolved by giving priority as follows:

- i. applicable law or regulation;
- ii. these instructions;
- iii. the Governing Travel Agency Agreements.

(f) AAdvantage® / Promotional Programs. Agent agrees to comply with all Rules governing the AAdvantage® Program and other promotional programs, including eligibility requirements and the issuance of promotional certificates and tickets. Agent agrees not to submit any customer information for registration in the AAdvantage® Program without first obtaining such customer's prior affirmative consent (e.g., via a checkbox that was not pre-checked) to join the AAdvantage® Program and to be bound by the terms and conditions of the AAdvantage® Program (as may be updated from time to time at American's sole discretion). Agent agrees not to request, obtain or use AAdvantage® Program account login credentials and agrees not to access AAdvantage® Program member accounts or to induce members or others to provide such account access. However, Agent may use a traveler's AAdvantage® Program account number solely for the purpose of making a reservation or booking. Agent acknowledges that the purchase, sale, or barter of promotional or AAdvantage® awards, mileage, or tickets (other than a purchase from American) is strictly prohibited and that Agent's direct or indirect involvement in any of these activities subjects Agent to (i) debit memos, (ii) the suspension, limitation or termination of Agent's Appointment, and (iii) legal or equitable remedies. Agent further acknowledges and understands that any fraud or abuse concerning promotional programs or AAdvantage® awards, mileage, or tickets on the part of Agent or Agent's customers may subject Agent's customers to administrative and legal action by American, including the forfeiture of all (iv) award certificates, (v) tickets issued against award certificates, and (vi) accrued mileage in the customer's account, as well as suspension or cancellation of the account. Agent further understands that such promotional or AAdvantage® award tickets that have been purchased, sold, or bartered are void and that use of these tickets may result in the tickets being confiscated by American, the passenger's trip being stopped or interrupted, and the passenger being required to purchase a ticket to continue travel.

(g) Prohibition of Abusive Practices. Agent acknowledges that Hidden City / Point Beyond Ticketing, Back to Back Ticketing, Throwaway Ticketing, Automated Re-Shopping (whether conducted by Agent itself or through a third party that is authorized, enabled or assisted by Agent), Duplicate and Impossible / Illogical Bookings and other Fraudulent, Fictitious, or Abusive Bookings, violate American's Rules. (See American's Conditions of Carriage, Ticket Validity, Prohibited booking practices at <https://www.aa.com/i18n/customer-service/support/conditions-of-carriage.jsp> for further explanation and examples of these types of prohibited bookings, as such may be updated from time to time.) In addition, Agent acknowledges that "Sales Location Shifting" (i.e., making a booking or issuing a ticket from a sales location that is different than the one selected by the customer to circumvent Content, availability, commissions, incentives, or other airline controls) violates American's Rules. Relatedly, Agent agrees that it will transparently execute all ticket sales through its own Agency and Agent locations, and will not execute ticket sales through any other Agency

for any reason including to obscure its own sales. Agent will transparently supply and use complete and accurate contact and payment information for its customers, and will not use dummy accounts or addresses or its own payment information. Further, Agent will not create or traffic in secondary markets of American's fares or tickets, which includes, without limitation, engaging in block or group purchasing of tickets on its own behalf and outside of American's approved Group and Meeting Travel processes, with the intention of reselling the tickets and cancelling any unsold inventory close to the date of departure or otherwise compromising American's inventory with speculative ticket reservations that Agent intends to re-market to Agent's passenger or customers (collectively, "Block Booking"). It is the Agent's responsibility to ensure that ticketing or bookings done by Agent are not for and do not involve Hidden City/Point Beyond Ticketing, Back to Back Ticketing, Sales Location Shifting, Block Booking, Throwaway Ticketing, Automated Re-Shopping, Duplicate and Impossible/Illlogical Booking and other Fraudulent, Fictitious, or Abusive Booking purposes.

#### Conditions of Carriage »

Circumventing journey controls or separating "married segments" to obtain otherwise unavailable inventory is also prohibited (this prohibition also applies to software or apps that facilitate such circumvention). American generally allows the use of passive segments, except in the case of satisfying productivity requirements of distribution intermediaries or to circumvent fare rules or where passive segments lead to additional expense for American. Any costs, expenses or fees associated with creating or using passive segments will be borne by the Agent.

Agent agrees not to facilitate or enable the promotion, sourcing or booking of American products and services by third parties who are not authorized American Agents because of suspension or termination, including through the use of pseudo city codes used by or lent to or set up for such a third party, unless expressly authorized to do so by American.

Since American is not a participant in other carriers' private agreements and since American does not honor other airlines' discount codes, Agent agrees that other airline private or contracted fares or ticket designators may not be ticketed using American's ticket stock. If American decides not to participate in a particular distribution intermediary (such as a GDS, aggregator or meta search engine) and Agent has been notified of such by American, Agent understands that it does not have the authority to promote, source or book American products and services through such distribution intermediary.

Unless otherwise expressly authorized by American in writing, Agent agrees that it will not use any American owned website (e.g., AA.com) or app for any commercial purpose, and acknowledges that such websites and apps are for the direct and personal use of passengers not acting through a travel agency.

Agent acknowledges that if it engages in any of these practices, or sells or issues a ticket used for any of these purposes, Agent will be subject to (i) debit memos (ii) the suspension, limitation or termination of Agent's Appointment, (iii) the removal or restriction of some or all of American's Content, and (iv) other remedies available to American.

(h) Fraud and Misrepresentations. Agent will not engage in any fraudulent activity, including altering flight coupons for non-qualifying discount travel, backdating tickets, or selling no-cash-value coupons, discounts, or upgrades. Fraudulent activity also includes (i) withholding or misrepresenting, or facilitating the withholding or misrepresentation of, information regarding American products and services, such as information regarding availability and pricing, and (ii) fraudulent advertising, including directly or indirectly using any automated, deceptive or fraudulent means to generate impressions, click-throughs, or any other similarly deceptive actions in relation to advertisements or Internet promotions on an American web site or mobile app or in relation to advertisements or Internet promotions of American (or its products or services) on third party websites. Except for fares filed for bulk ticketing or unless otherwise agreed in writing, for all tickets issued using American's validation code and irrespective of whether a single or multiple forms of payment are used (iii) Agent must report such tickets through the applicable Billing and Settlement Plan or Area Settlement Plan with the same form(s) of payment provided by the customer and (iv) Agent must not use a credit card which is issued in the name of the Agent, in the name of any of the Agent's personnel, or in the name of any third party, other than the customer, his or her employer or a representative of the customer, to issue such tickets, unless the

tickets are intended for the Agent's own personal travel. Additionally, with the exception of tickets for private or contracted fares that Agent is authorized to receive, Agent will ensure that American is the merchant of record for all transactions. Agent will not directly or indirectly promote services that keep a portion of the compensation due to passengers from American in the event of flight delays or other incidents without clearly and conspicuously disclosing that passengers can obtain the full compensation, without deductions, directly from American. Further, when American issues a refund to a passenger for a ticket booked through Agent, Agent will not withhold the refund or any part of it from passenger.

(i) Regulatory Compliance. All advertising and promotions by Agent for American's products and services will fully comply with all applicable laws, rules and regulations as well as any guidelines from the Department of Transportation (DOT) and other government regulators. For example, all print advertising will comply with all applicable disclosure requirements for codeshare or long-term aircraft wet-lease arrangements involved in the markets being advertised and radio and television adverts will disclose the fact that some services may be provided by other airlines, as currently required by 14 CFR 257-5(d). In addition, Agent must comply with all rules and guidance from the DOT and other government regulators regarding advertising and promotions, including those pertaining to full fare advertising, price increases and ancillary services. Failure to comply subjects Agent to debit memos and the suspension, limitation or termination of the Agency Location or Agent's Appointment by American.

(j) No Biasing or Alterations. Agent's systems, processes and practices may automate a customer's preferences for air carrier, but must not otherwise involve any form of bias against American's products and services, provide false or misstated information, provide or facilitate disinformation, or alter the Content or information provided by American or fail to display all such Content and information. Agent must not facilitate or encourage such biasing, alterations or failures to display by others. Additionally, Agent will not impose service fees, or other fees (including, without limitation, ticketing fees or charges, paper ticket fees or charges, delivery fees or charges, booking fees or charges, incentives or other features) with respect to the display, offer, booking, ticketing or sale of American's products and services that are higher than those imposed for the display, offer, booking, ticketing or sale of any other carrier products and services. Agent also shall not impose service fees based on the method of distribution or the technology underlying American's products or services that are higher than those imposed by Agent on the products and services of other air carriers, and any such service fees charged by Agent based on the method of distribution or the technology underlying American's products or services cannot be disproportionate to the costs that Agent is trying to recoup for such method of distribution or technology. Agent also shall not withhold access to American's Content available via NDC unless the request is received directly from the customer. Similarly, if Agent offers discounts to its customers in connection with any service fees or the offering or sale of carrier products and services, Agent will not discriminate against American and will always provide clear, complete and accurate explanations and information to Agent's customers when offering or describing such discounts and in displaying, explaining or distributing products and services. If Agent charges a customer a service or other fee for its services, such charge or fee shall be listed separately and the charge or fee for an American booking or other American product or service must be equal to the lowest fee imposed by Agent for other air carriers.

(k) Re-Distribution; Agent's Affiliates. Agent's Appointment is for purposes of the Agent marketing and selling American's products and services directly to customers for those products and services. Agent's Appointment is specific to Agent, and does not include any authority for Agent to act as an intermediary for distribution of American's products and services via third parties. Specifically and without limiting the previous sentence, Agent may only directly or indirectly redistribute American Data for use or display via third party websites or services (including, for example, through web sites or mobile platforms that are provided by Agent but re-branded for a third party so that it appears to be a service from a third party) if American is a party to any such distribution arrangement. In addition, if American has permitted Agent to use or work with a non-accredited entity in making a booking, then Agent acknowledges and agrees that American reserves the right to reject the booking in American's sole discretion and that Agent nonetheless remains primarily responsible and liable to American in all respects for any bookings or other actions made by third parties and ticketed or otherwise facilitated via Agent's Appointment. Agent agrees not to use its affiliated entities to circumvent

American's policies or conditions (e.g., by using affiliated entities to engage in Sales Location Shifting). Agent further agrees that American may enforce its policies and conditions, including the terms of this addendum, directly against Agent or any of Agent's affiliated entities that are involved in any marketing or selling of American's products and services and that Agent remains liable and responsible for any acts or omissions of Agent and its affiliated entities with respect to American products and services.

(l) PNR and Order Content. Complete and accurate information in a reservation is important to appropriately service customers during the course of travel and required for governmental compliance programs such as Secure Flight, therefore Agent must keep such information in a reservation current and provide American with all the original and updated contact information offered by customers including but not limited to phone fields and emails as well as any other information required by governmental authorities. Agent shall promptly provide updates to contact information to American. Agent may not substitute any contact information (e.g., using an email address controlled by Agent and not the passenger) or provide Agent's contact information in lieu of such customer information without the consent of American and the customer. Agent shall not extend PNRs beyond the date of travel. American will treat any "personal information" included in the PNR or Order received in accordance with American's privacy policy. "Order" means the uniquely identified record(s) created by American in response to a request from an Agent to complete a transaction via American's system for the benefit of the Agent's customer and that contains notably the air travel-related products and services (and associated terms and conditions) to be delivered by American to the passenger, pricing information, information about the passenger, and any subsequent changes to the products and services.

(m) Exceptions. To be valid, any exceptions to American's Rules in the booking of any reservation or the issuance, reissuance, or refund of any ticket calling for transportation on American must be documented by American in the applicable PNR or Order.

(n) Sanctions. Agent represents that neither it nor any of its subsidiaries, nor any of its or their directors, officers, managers, or employees is a person who (i) is the target of any laws administered by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the European Union or the United Kingdom imposing economic sanctions or trade embargoes ("Economic Sanctions Laws"), or (ii) is located, organized, or resident in a country or territory that is, or whose government is, the target of sanctions imposed by OFAC, the US Department of State, the European Union or the United Kingdom. Agent represents that it will comply with the restrictive measures regarding sanctioned countries, territories, entities, and individuals as imposed, administered, or enforced by the laws or regulations of OFAC, the US Department of State, the European Union or the United Kingdom. Agent commits not to enter into any contact or otherwise engage in any dealing or transaction with or involving any sanctioned country or territory or any person or entity subject to any such sanctions and not to, directly or indirectly, trade with sanctioned countries or territories (including by exporting or importing goods, services or other resources) to the extent such trade activity falls within the scope of the sanctions.

(o) Loyalty Program Redemptions. Notwithstanding any other provision in the Agreement, American retains the right to determine in its sole discretion whether or not American's products and services will be eligible or available for purchase in connection with a third party's or an Agent's loyalty program and whether any travel, purchase or other activity will earn loyalty points or AAdvantage® Program miles. Agent may not resell tickets to facilitate purchases of tickets in connection with non-AAdvantage loyalty program redemptions. Agent agrees to comply with the following requirements: (i) Agent must establish a separate redemption PCC account solely for non- AAdvantage® Program loyalty program redemptions and identify such PCC to American; (ii) Agent must purchase each ticket pursuant to a specific customer's redemption request using the name and full contact information of the traveling passenger and not the name of Agent or any third party; and (iii) Agent must use fiat currency to pay for the ticket. American does not directly accept any non- AAdvantage® Program loyalty points in exchange for American's products or services and does not permit resale of tickets for any purposes, including in connection with loyalty program redemptions.

#### 4. Use of American's Validation Code.

American's validation code or plate is American's sole property, and Agent will surrender it immediately upon demand by American, ARC or IATA. Agent shall not use American's validation code to circumvent termination or in the absence of appointment by American or another airline, for example, by issuing electronic tickets or any other traffic documents for transportation on any airline that has refused to appoint, or has terminated its appointment of, Agent. Further, Agent will not issue tickets for transportation on American on behalf of any other travel agency location for which American has refused or terminated its appointment, including any of the Agency Locations. Conversely, if Agent's Appointment is suspended or terminated, Agent will not seek facilitation from, or otherwise indirectly issue tickets for the benefit of its customers through, any still-authorized American Agent. Agent will not use American's validation code to issue tickets for transportation on carriers that do not maintain a ticketing and baggage interline agreement with American. American's provision of a validation code or plate to Agent does not imply or require that American make available to Agent certain or all Content.

## 5. Consequences of Violations.

(a) Ticketing Violations; Violations of the Rules. If Agent issues a ticket in violation of the Agreement or is otherwise in violation of the Rules American has issued for travel agents, including these instructions, American may issue a debit memo to Agent for any deficiency or any loss incurred by American by reason of the violation, including at a minimum and without limitation an amount equal to the cost of the ticket, the difference between the applicable fare and the fare actually used, GDS fees, lost revenue from spoiled inventory, or an administrative service charge, as American deems appropriate. As noted above, with or without reason, American may also immediately suspend, limit or terminate any Agency Location or Agent's Appointment upon notice to Agent, including removing, restricting or limiting the Content available to Agent, or suspend, limit or terminate the appointment of any affiliated entity. Agent acknowledges that American's damages for Agent's failure to comply with any term of the Agreement may be uncertain or difficult to ascertain or prove and that American's administrative service charges represent a reasonable estimate of the minimum amount of American's loss due to the Agent's improper acts in these situations. American also retains all rights and remedies available to it under the Agreement or at law or in equity, including to seek an appropriate injunction.

(b) Payment of Debit Memos. Agent agrees to pay or reconcile all debit memos and debit memo fees issued by American within 30 days of the date of issuance. If Agent fails to do so, American reserves the right to assess, and Agent agrees to pay, interest on the past due amounts at a rate not to exceed one and one-half percent (1½%) per month, compounded monthly, or the maximum rate permitted by law, whichever is less, from the date due to the date of the payment.

(c) Administrative Processing Fees. American reserves the right to assess, and Agent agrees to pay, an administrative processing fee to be included as part of any debit memo issued to Agent. American also reserves the right to assess, and Agent agrees to pay, an additional administrative processing fee of at least \$300.00 to cover administrative expenses in connection with an audit or review of a request by Agent for reinstatement of Agent's Appointment following the suspension, limitation or termination for any reason by American. American's acceptance of any administrative fees does not obligate American to act, or refrain from taking any action, nor does it waive, release, amend, or modify the Agreement, or any rights or obligations of Agent or American.

## 6. Agency Free and Reduced Travel.

Agent will comply with American's Rules concerning agency free travel and reduced rate travel privileges. Failure to comply subjects Agent to debit memos and the suspension, limitation or termination of the Agency Location or Agent's Appointment.

## 7. Agent Incentive, Promotional, and Override Programs.

Agent will comply with American's Rules and any specific contractual requirements concerning agency incentives, promotions, or overrides with American in which Agent participates or has an interest. Failure to comply subjects Agent to (i) forfeiture and repayment to American of all sums paid by American to Agent or the value received by Agent, (ii) the suspension, limitation or termination of Agent's right to participate in or receive all or a part of any agency incentives, promotions, or overrides, and (iii) the suspension, limitation or termination of Agent's Appointment.

## 8. Data Ownership and Use.

(a) Background. The creation, development, collection, verification, formatting, organizing and maintenance of fares, schedule, inventory, merchandising and other pre-booking data about American's products, services and facilities requires extensive investment of time, money and specialized resources of American. For example, American expends significant amounts of time and money to (i) analyze markets and competition for air transportation and related products and services, (ii) analyze aircraft fleet types and utilization, (iii) analyze operating conditions at airports and air traffic control infrastructure, crew scheduling requirements and legal / regulatory requirements, (iv) develop, deploy and use proprietary algorithms, processes and techniques, many of which have taken years to develop and are critical to American's competitiveness, and (v) train its personnel to become skilled and knowledgeable about each of the foregoing. This investment in pre-booking data also results in post-booking data about American's products and services and the customers who purchase and consume them, and therefore American's post-booking data is similarly valuable and competitively sensitive. The integrity, value and availability of American's pre- and posting booking data can only be preserved if it is accessed and used in ways that have been authorized by American. Unauthorized access can cause disruption and harm to American's systems, business and customers, and misuse of such data can lead to safety and security issues, as well as cause material commercial harm to American.

(b) American Data. Agent understands and agrees that as between American and Agent and as a consequence and condition of Agent's Appointment, any information or data, regardless of source or format, that (i) identifies American (e.g., American's trademarks), (ii) identifies or is reasonably identifiable to services or products provided by American, including all fare and inventory information, (iii) relates to a relationship between a customer and American (e.g., frequent flyer or club membership), (iv) relates to a transaction between a customer and American, including booking data, payment data and cardholder data or other data about payment means, (v) is passed by Agent to American through a PNR, Order or similar booking / sale record, or (vi) is passed by or on behalf of American to Agent in connection with the Agreement, ((i) to (vi) collectively, "American Data"), is and will be owned by American and is Confidential Information of American. Any successors, equivalents, compilations or derivatives of the foregoing, whether now known or hereafter devised, and in any medium or format, are also American Data. Access and use of American Data by the Agent is solely for purposes of and is limited to those activities that are within the scope of the principal-agent relationship as defined and authorized by American for all of Agent's Locations.

(c) Examples of Unauthorized Activities. Any use of American Data beyond what is permitted in Section 8(b) above is unauthorized. As guidance, American provides the following examples of specific types of access, use, distribution and remarketing of American Data that are prohibited without prior written consent from American: (i) accessing AA.com by the use of any automated or electronic devices commonly known in the Internet industry as robots or spiders, or by the use of other electronic search devices; (ii) soliciting, facilitating, encouraging or agreeing to provide access to or otherwise remarket or redistribute, or take affirmative steps to allow or permit such access to, or remarketing or redistribution of, any American Data to any third party, through any process, including screen scraping, spiders, web "bots" or other device, software or system; (iii) licensing, selling, or otherwise providing to any person or entity any software or other device that is capable of accessing American Data from any source; or (iv) editing, modifying, creating derivatives, combinations or compilations of, combining, associating, synthesizing, reverse engineering, reproducing, displaying, distributing, disclosing, or otherwise processing American Data; (v) engaging in any kind of commercialization, marketing, advertising, licensing or resale that is based on American Data (e.g., advertising credit card offers to consumers based on the American Marks or flight information) except as otherwise permitted by the Agreement; (vi) facilitating structured posting of American Data to any third party electronic media, including without

limitation Facebook, Twitter, online calendars; (vii) accessing American Data from any unauthorized source which American may identify to Agent; (viii) directly or indirectly using functionality to automatically poll American's inventory systems at an excessive rate; (ix) assisting, aiding, or abetting in any way the unauthorized access, use, distribution or display of American Data, including American Data obtained or derived from an American website or mobile app or any other web site, mobile app or any other source, such as a Global Distribution System; (x) using American Data for Agent's or Agent's affiliates business purposes beyond fulfilling Agent's services to its customers or any practice that is prohibited or otherwise unauthorized by American; (xi) any use of American Data to market against American or aid a third party to market against American (e.g., by providing AAdvantage® Program elite tier status information to a third party for the specific purpose of allowing the third party to make targeted offers to such traveler based on the AAdvantage® Program information); and (xii) accessing or using or distributing American Data for any purpose after Agent's authority has been suspended or terminated. Agent may not engage in any of the above examples, or any other unauthorized access, use, distribution or remarketing of American Data, without the prior written authorization of American. Agent is not authorized to agree to third party terms and conditions which would assign, transfer, or license American Data or American's proprietary rights in American Data to a third party or otherwise negatively impact American's proprietary rights to American Data. If Agent learns that any third party is accessing, distributing, remarketing or displaying American Data in any way obtained via Agent, including Agent's web site, without American's written authorization, Agent will promptly inform American and take all commercially reasonable measures, including commercial, technological, or legal measures, to prevent the unauthorized access, display, remarketing or distribution of American Data. Agent further agrees not to use, or authorize use of, American Data in any manner that is harmful to American. Agent agrees not to circumvent the restrictions in this Section 8 by sourcing American Data from third parties.

(d) Other Data. The intent of this Section 8 is to maintain and protect the proprietary, commercial, competitive and confidential integrity of American Data. American recognizes that travel agents have separate relationships with their own customers, whether individual persons or companies, and have additional responsibilities with respect to security and use of customer-identifying data. In those separate relationships, travel agents may collect, have access to and rights in customer-identifying information: name, address, phone number(s), e-mail address(es) and IP address(es), as well as information specific solely to the travel agency and its products and services. In addition, American recognizes that customers have overlapping or separate rights and interests in data that is processed on their behalf by Agent as part of the Agent's marketing, sale or delivery of American's products and services by Agent to customers and nothing in this Section 8 is intended to restrict the processing of such data so long as Agent is acting in accordance and within the scope of its principal-agent relationship with American and with the terms of the Agreement. However, Agent acknowledges and agrees that information that is specific to American's flights, products and services including fares, schedules, inventory, AA PNR or Order data and AA TCN data, are unique to American's business, are not part of Agent's proprietary data and remain American Data even if such data elements are collected in the course of Agent's operations.

(e) Other Permitted Uses

- (i) Agent is permitted to access post-booking data related to bookings not processed by Agent, if Agent has received express permission to access such post-booking data directly from the customer and obtained such post-booking data from an authorized source approved in writing by American, but solely for the purpose of displaying the itinerary to the customer and / or for providing the customer or the customer's employers with reporting or accounting support. Agent is not permitted to claim PNRs or Orders without American's express approval.
- (ii) Agent, when acting in its role as a travel management company for a corporate customer of Agent and American, is permitted to:
  - a. Provide reporting to Agent's corporate customer based upon American Data associated with such corporate customer's travel on American;

- b. Use American Data for internal business purposes but only to the extent necessary to fulfill Agent's obligations to its corporate customers or American;
- c. Use American Data to provide Agent's corporate customer with benchmarking data without disclosing any American-identifying data; and
- d. Provide American Data to a third party for use only to the extent necessary to fulfill Agent's obligations to its corporate customers or American, subject to American's preapproval of such third parties.

## 9. Confidentiality, Privacy and Data Security.

(a) Confidentiality. Agent will keep confidential and not disclose to any third party the following confidential information of American: (i) any fare programs and commission arrangements that may be agreed with American; (ii) any and all post-booking data, including all PNRs and Orders, that cover American products and services; and (iii) any other American Data that American designates as confidential or is otherwise reasonably identifiable as confidential or proprietary information ("Confidential Information"). However, American consents to Agent disclosing commission arrangements and payments to customers when this information is requested by the customer. Agent may also disclose American confidential information to Agent's directors, officers, employees or agents if such persons are bound by equivalent confidentiality commitments and have a legitimate need to know such information in order for the Agent to perform its obligations to American. In addition, this Section will not prohibit Agent from making disclosures required by law or judicial process after making reasonable efforts to resist disclosure and notify American. Agent acknowledges that American may disclose fare program and commission arrangements to American's alliance carriers including oneworld® Alliance carriers. Agent further acknowledges that in many instances American Data is protected as a trade secret. This provision will survive the suspension, limitation or termination or expiration of Agent's Appointment.

(b) Privacy. For purposes of these instructions, "personal data" means information that identifies or could be used to identify a particular individual, such as name, mailing address, telephone number, email address, frequent flier number, Social Security number, credit card or other payment data, date of birth, driver's license number, account number or user ID, PIN, or password. Agent will cause all of the Agent's privacy policies to inform customers that their personal data will be disclosed to American (and third parties in accordance with American's privacy policy) and if they are located outside of the United States, that their personal data will be transferred to and processed overseas, including in the United States of America. The Agent shall give its customers notice, and if required under applicable law obtain the customer's consent, to such disclosure, transfer and processing of personal data. American is an independent data controller within the meaning of the E.U. General Data Protection Regulation ("GDPR"). To the extent American Data includes personal data, including as disclosed by the Agent, American will handle such personal data in accordance with American's privacy policy and in accordance with applicable local laws and regulations. In all other respects, American, as the owner of American Data, can use and disclose American Data for any purpose in compliance with all applicable local laws and regulations. Agent will not adopt, apply or publish any privacy policy that conflicts with the requirements of these instructions, the Agreement or American's privacy policy.

(c) Data Security. Agent will establish, implement, maintain, and use reasonable physical, technical and administrative safeguards for American Data in Agent's possession or under Agent's control in order to protect the same from unauthorized disclosure, access, use, destruction, loss, damage or alteration. Such safeguards will be in compliance with all applicable laws and regulations, including any privacy or data protection statutes in the United States, United Kingdom and European Union, and will be no less rigorous than (i) industry standard practices in the transportation and related services industry, and (ii) reasonable security procedures and practices appropriate to the nature of such American Data (the "Security Requirements"). For the avoidance of doubt, such data safeguards must include: (iii) compliance with the current Payment Card Industry Data Security Standard, and VISA, MasterCard and any other applicable payment card network bylaws, rules and operating regulations and federal and state laws or regulations regarding the collection, storage, use and sharing of American Data, including without limitation (1) creation and maintenance of a secure network to protect cardholder data; (2) use of all technical and procedural measures

reasonably necessary to protect cardholder data it maintains or controls; (3) creation and implementation of secure measures to limit access to cardholder data; (4) monitoring access to cardholder data it maintains or controls; and (5) creation and implementation of an information security policy that ensures Agent personnel compliance with the foregoing; (iv) encryption of all records and files that contain any personal data when Agent transmits such records and files across public networks or any wireless network or stores such records and files on laptops, thumb drives or other portable devices or transfers such records and files for storage; and (v) compliance with any security standards required by local law or regulations, including the laws and regulations of the Member State in which the Agent is located if the Agent is based in the European Union. In addition, Agent shall require any of Agent's employees, agents or contractors with access to American Data to adhere to the Security Requirements, and certify that such employees, agents and contractors have not experienced any circumstances or events that are inconsistent with the Security Requirements during the last twenty-four months. Agent agrees that the controls used to safeguard American Data in Agents' possession will take into account the sensitivity of such information. Agent accepts responsibility for the security of payment card data, cardholder data, or sensitive authentication data processed on behalf of American. Agent represents and warrants ongoing compliance with the most current Payment Card Industry Data Security Standard and shall provide certification of compliance with this requirement upon request from American.

(d) Remediation. Following any Security Incident (defined as (i) the loss, misappropriation or misuse (by any means) of American Data; (ii) the inadvertent, unauthorized, and / or unlawful processing, distribution, alteration, corruption, sale, rental, or destruction of American Data; (iii) any other act or omission that compromises or threatens to compromise the security, confidentiality, or integrity of American Data, or (iv) any breach of American's security policies set forth herein), Agent must notify American within 24 hours. Agent and American will work in good faith regarding remediation efforts that may be necessary and reasonable. At American's sole discretion, Agent shall (v) either undertake remediation efforts for a Security Incident at its sole expense and in line with security best practices or reimburse American for American's reasonable costs and expenses in connection with taking remediation efforts for a Security Incident and (vi) provide assurances satisfactory to American that such Security Incidents will not recur. Agent shall indemnify and hold harmless American and its officers and employees from and against any and all allegations, claims, demands, costs, expenses (including attorneys' fees and disbursements), losses, liabilities, penalties, fines, settlements or damages arising out of or relating to any Security Incident that occurs in relation to American Data that was in the possession or control of Agent or Agent's employees or contractors at the time of the Security Incident.

## 10. American's Intellectual Property.

(a) Background. American's intellectual property, including its famous trademarks, logos, livery, travel posters, web sites and advertising, are important and valuable assets of American. Who uses them and how they are used has an impact on their continuing value and fame.

(b) American Marks and Correct Use. American grants Agent a limited, royalty free, non-transferable, non-assignable, non-sublicensable, non-exclusive permission to use certain American intellectual property, specifically the trademarks ENVOY, PIEDMONT, PSA, FLAGSHIP, AMERICAN AIRLINES, AA, AMERICAN EAGLE, AADVANTAGE, ADMIRALS CLUB, the Flight Symbol and the American Airlines' trade dress (the "American Marks") solely for the purpose of identifying Agent as an authorized agent of American. In using the American Marks, Agent agrees that American owns the American Marks, and that Agent will not harm the American Marks or American's ownership of the American Marks or in any way contest or deny the validity of, or the right or title of American in or to, the American Marks. Agent acknowledges and understands that it has no right or permission to use the American Marks for any purpose not expressly stated in these instructions, and that any unauthorized use of the American Marks will constitute an infringement of American's rights. Agent understands that it has no right or permission pursuant to the Agreement to use any other intellectual property owned by American or its affiliated entities. Agent further agrees not to use any intellectual property confusingly similar to the American Marks. Agent agrees that it will comply with American's trademark usage guidelines found at <https://brand.aa.com>, or any replacement thereof, and will reproduce the design and appearance of the American Marks from reproduction art obtained from such web site. Agent further agrees that it

will not purchase, use, or register any domain names or keywords or search terms that are identical or similar to, or contain (in whole or in part), any of the American Marks.

(c) No Implied or Other Rights. Agent understands that it has no rights in American's intellectual property, nor can continued use of any of American's intellectual property ever give Agent any rights in or to any of American's intellectual property. Agent acknowledges that a breach of this Section will cause American significant, irreparable injury and that American's legal remedies for a breach will be inadequate. Agent will obtain American's written authorization (e-mail will suffice) before any use of American's intellectual property.

## 11. Right to Recoup and Offset

American reserves the right to recoup and offset any amounts owed to it by the Agent against any amounts otherwise due to Agent from American.

## 12. Termination or Suspension.

In its sole discretion and at any time, American may, upon written notice to Agent, limit, condition, suspend or terminate any or all aspects of Agent's ticketing or other authority, including immediately (i) terminating American's appointment of any Agency Location or Agent's Appointment or (ii) limiting the Content made available to Agent. If any Agency Location is suspended or terminated, Agent may not act in any agency capacity for the sale of American's products and services from the suspended or terminated location. If Agent's Appointment is suspended or terminated, Agent may not act in any agency capacity whatsoever for the sale of American's products and services from any location. To be clear, marketing, booking or selling American fares, products or services or facilitating in such, whether using Agent's own ARC or IATA accreditation or that of another Agent is defined as acting in an agency capacity. In the event of any such suspension or termination, Sections 8, 9, 11 and 12 of this Agreement will continue to apply and bind Agent. Further, for the avoidance of doubt, in the event of any such suspension or termination, Agent will no longer have any rights under Section 10 or otherwise to use American's trademarks and copyright works for any purpose and to any extent. Further, without limiting or waiving any of American's rights or remedies in this Agreement or otherwise, Agent acknowledges that in the event Agent engages in the unauthorized promotion, sale or distribution of American products and services (e.g., following suspension or termination of Agent's authority), the provisions of the Agreement continue to apply and are binding on Agent with regard to such activities. After suspension or termination of its ticketing authority, Agent will not access, obtain or display American's Content from or execute ticket sales indirectly through any other Agency for any reason including to obscure its own sales.

## 13. Miscellaneous.

(a) Prior and Separate Agreements. This addendum supersedes all prior addenda to the Governing Travel Agency Agreements that American has presented via its websites (including any printed versions of such online addenda) effective as of the date at the end of this addendum. If American has authorized Agent to use American's direct channels (e.g., AA.com) in connection with this Agreement, then to the extent of any conflict between this Agreement and the terms of such direct channels, the provisions of this Agreement will govern where applicable.

(b) Waiver. Any waiver or modification of any of the terms of the Agreement, including these instructions, must be in writing from American. American may amend or modify its policies and these instructions at any time. Agent agrees that failure of or delay by American to require strict performance or to enforce any provision of the Agreement, or a previous waiver or forbearance by American, will in no way be construed as, or constitute, a continuing waiver by American of any Rule or any provision of the Agreement.

(c) Severability. If any provision of these terms, conditions and Rules conflicts with the law under which these instructions are to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction, such

provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of these instructions and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each such provision will be valid and enforceable to the full extent permitted by law.

(d) APPLICABLE LAW AND VENUE. THE LAWS GOVERNING THE ENTIRE RELATIONSHIP BETWEEN AMERICAN AND AGENT INCLUDING ALL DISPUTES THAT MAY ARISE BETWEEN AMERICAN AND AGENT REGARDING THE FORMATION, INTERPRETATION OR ENFORCEMENT OF THESE INSTRUCTIONS OR THE AGREEMENT, AND THE VENUE FOR ALL DISPUTES, WILL BE AS FOLLOWS:

- FOR AGENTS LOCATED IN THE UNITED STATES, CANADA, MEXICO OR IN THE CARIBBEAN, AND FOR AGENTS WITH LOCATIONS IN MULTIPLE COUNTRIES THAT INCLUDE THE UNITED STATES, THE GOVERNING LAW WILL BE THE LAWS OF THE STATE OF TEXAS, AND AGENT HEREBY SUBMITS AND CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS AND THE COURTS OF THE STATE OF TEXAS FOR ALL DISPUTES;
- FOR AGENTS LOCATED IN THE UNITED KINGDOM, THE GOVERNING LAW WILL BE THE LAW OF THE UNITED KINGDOM, AND AGENT HEREBY SUBMITS AND CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF LONDON FOR ALL DISPUTES;
- FOR AGENTS LOCATED IN THE EUROPEAN UNION, THE GOVERNING LAW WILL BE THE LAW OF THE COUNTRY IN WHICH THE AGENT IS LOCATED, AND AGENT HEREBY SUBMITS AND CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF SUCH COUNTRY FOR ALL DISPUTES;
- FOR AGENTS LOCATED IN EUROPE BUT OUTSIDE OF THE EUROPEAN UNION OR THE UNITED KINGDOM, THE GOVERNING LAW WILL BE THE LAW OF THE UNITED KINGDOM, AND AGENT HEREBY SUBMITS AND CONSENTS TO EXCLUSIVE ARBITRATION ADMINISTERED BY THE UNITED KINGDOM (LONDON) ARBITRATION;
- FOR AGENTS LOCATED IN LATIN AMERICA (OUTSIDE OF THE CARIBBEAN OR MEXICO) THE GOVERNING LAW WILL BE THE LAWS OF THE STATE OF NEW YORK AND AGENT HEREBY SUBMITS AND CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK FOR ALL DISPUTES;
- FOR AGENTS LOCATED IN ASIA OR AFRICA, THE GOVERNING LAW WILL BE THE UNITED KINGDOM LAW, AND AGENT HEREBY SUBMITS AND CONSENTS TO EXCLUSIVE ARBITRATION ADMINISTERED BY THE SINGAPORE INTERNATIONAL ARBITRATION CENTER ("SIAC") IN ACCORDANCE WITH THE ARBITRATION RULES OF THE SINGAPORE INTERNATIONAL ARBITRATION CENTRE ("SIAC") FOR THE TIME BEING IN FORCE, WHICH RULES ARE DEEMED TO BE INCORPORATED BY REFERENCE IN THIS CLAUSE;
- FOR AGENTS LOCATED IN OCEANIA, THE GOVERNING LAW WILL BE THE LAW OF AUSTRALIA, AND AGENT HEREBY SUBMITS AND CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE AUSTRALIAN COURTS FOR ALL DISPUTES.

(e) AGENT WAIVES ANY CLAIM OF LACK OF JURISDICTION OR FORUM NON CONVENIENS.

(f) It is acknowledged and agreed that any breach of the obligations set out in these terms, conditions and Rules or the Agreement by Agent could cause irreparable injury and that monetary damages would not be an adequate remedy for such breach. In the event of a breach or threatened breach of any of the provisions of these instructions or the Agreement, American will, to the extent permitted under applicable law, be entitled to seek injunctive relief in any court of competent jurisdiction restraining the Agent from breaching the terms hereof without requirement of a bond or notice and Agent agrees not to object or defend against such action on the basis that monetary damages would provide an adequate remedy.

(g) No person who is not a party to the Agreement shall have the right to enforce any terms or conditions of the Agreement or these instructions (i.e., there are no intended third party beneficiaries).

Updated and Effective from May 1, 2023.

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## Help

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## About American

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[We're hiring! Join our team <sup>ⓧ</sup>](#)  
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## Extras

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Earn 50,000 bonus miles.  
Terms apply. <sup>ⓧ</sup>

**AVIS**  **Budget**  
Up to 35% savings  
plus AAdvantage® miles <sup>ⓧ</sup>

<sup>ⓧ</sup> Link opens in new window. Site may not meet accessibility guidelines. AA.com®



# Exhibit A-15

# Conditions of carriage

Updated March 1, 2024

## The contract between you, the passenger, and us, American Airlines

At American Airlines, we fly over borders — across the country and the world — to connect people and communities. Providing this service and making the world a smaller, more inclusive place, is a huge part of who we are.

Flying with American »

All transportation of passengers and bags provided by American Airlines is subject to the terms of these Conditions of Carriage, in addition to any:

- Terms printed on any ticket, ticket jacket or ticket receipt
- Published fare rules; and
- Applicable tariffs filed by American Airlines in accordance with U.S. Department of Transportation regulations.

All terms, fare rules, and tariffs are incorporated herein by reference and constitute part of your agreement with American Airlines.

American Airlines General Rules of the International Tariff 

### You

- Passenger responsibilities »
- Children traveling »
- Customers with special needs »

### Your flight

- Check-in and arrival »
- Changes to schedules / operations »
- Events beyond our control »
- Oversold flights »
- Delays, cancellations and diversions »

### Your ticket, bags & refunds

- Baggage »
- Baggage liability (domestic flights) »
- Liability for international flights »
- Ticket types and refunds »
- Ticket validity »

## Contact us

Good or bad, we want to hear from you. Please contact us with your comments, concerns and feedback. Our Customer Relations team is here for you and will respond promptly.

[Email Customer Relations »](#)

## ⤴ Contract details

[When you buy a ticket or travel on a flight provided by American Airlines, you agree:](#)

- To the extent not preempted by federal law, Texas law applies to this contract and any dispute from your ticket purchase or travel on American Airlines without regard to conflict of law principles.
- This contract cannot be modified or waived unless authorized in writing by an American Airlines corporate officer.
- [Even if you didn't pay for your ticket, for example if you're one of multiple passengers in the same reservation, this contract is an agreement between us and you.](#)
- We provided links to pages on our site for more information, but those pages are not part of this contract.
- Though we translated these conditions of carriage for convenience, the English language version is the official, legal version.
- This contract is the entire agreement that governs your rights and responsibilities as a passenger. If we don't enforce a right under this contract in one case, it does not waive our right to enforce the contract later. And if any part of this contract is found invalid or unenforceable, we'll strike what's invalid or unenforceable without effect to the rest of the contract.
- **Limit of liability:** You agree we are not liable for special, consequential, indirect or incidental damages that arise from this agreement, even if we knew, should've known or were advised damages were possible, including from lost, damaged or delayed bags (including lost revenue or business interruption).
- **Class Action Waiver:** You agree that any lawsuit you bring against us, or any of our affiliated entities, agents, directors, employees, and/or officers related to these Conditions of Carriage, your ticket, and/or your use of or dealings with American's website, customer service and other call centers, or American will be brought only in your individual capacity, and may not be brought in or asserted as part of a class action proceeding.

[Customer service plan »](#)

## ⤴ The words we use

Here's what we mean by things like 'domestic' and 'FAA.' If you can't find something or have questions, please get in touch.

[Contact American »](#)

## American Airlines

Under the name "American Airlines" we operate mainline flights as American Airlines and regional codeshare flights (doing business as American Eagle) operated by:

- Air Wisconsin Airlines
- Envoy Air Inc.
- Piedmont Airlines Inc.

- PSA Airlines Inc.
- Republic Airways Inc.
- SkyWest Airlines Inc.

We also offer codeshare flights operated by:

- Aer Lingus
- Air Tahiti Nui
- Alaska Airlines, Inc.
- British Airways
- Cathay Pacific
- China Southern Airlines
- EI Al
- Fiji Airways
- Finnair
- GOL Linhas Aéreas
- Hawaiian Airlines, Inc.
- Horizon Air Industries, Inc.  
(doing business as Alaska Airlines)
- Hyannis Air Service, Inc.  
(doing business as Cape Air)
- Iberia Airlines
- Japan Airlines
- Jetstar
- Philippine Airlines
- Jetstar Japan
- Qantas
- Qatar Airways
- Royal Air Maroc
- Royal Jordanian Airlines
- Silver Airways
- Vueling

What we say	What it means
American Ticket Office	A ticket sales office of American Airlines, Inc. / American Eagle or one of our appointed travel agents
Assistive device	Equipment used by passengers with special needs (Disabled Passenger or Qualified Individual with a Disability) to hear, see, communicate, maneuver or perform daily functions; includes medical devices and medications
Automated re-shopping (Auto re-shop)	The use of a robotic or automated process of re-booking a ticket for the same passenger and itinerary on American with the purpose of taking advantage of a reduced fare where there is no change fee payable to American for the administrative costs of the re-booking.
Baggage	Personal property that's either checked in or carried on the plane
Codeshare	Codeshare agreements allow us to sell seats on flights operated by other airlines, giving American customers access to more flights and destinations; partners include British Airways, Iberia, Alaska Airlines and more
Customs and Border Protection (CBP)	CBP is our country's primary border control organization. It regulates and facilitates international trade, collects import duties, and enforces U.S. regulations, including trade, customs and immigration
Disabled Passenger or Qualified Individual with a Disability	An individual who has a physical or mental impairment that, permanently or temporarily, substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment as further defined in the U.S. Department of Transportation regulations in 14 C.F.R. Section 382.3

What we say	What it means
Domestic	The 50 federated states and the District of Columbia, Puerto Rico and the U.S. Virgin Islands, also see 'U.S.'
Federal Aviation Administration (FAA)	An agency of the U.S. Department of Transportation that regulates all aspects of civil aviation in the U.S. including operation of airports, air traffic and the certifying personnel and aircraft
Fare	The price you pay for your ticket; also, the rules associated with that ticket including whether it's refundable
Flight segment	A flight segment is a nonstop point-to-point flight that consists of one takeoff and one touchdown
International	Outside the 50 federated states and the District of Columbia, Puerto Rico and the U.S. Virgin Islands; also, outside of your home country
Montreal Convention and Warsaw Convention	International agreements that set the rules for airlines' liability when we carry passengers, baggage and goods internationally
Oversold flight	When the number of checked-in passengers exceeds the number of seats
Stopover	A planned stop in a city/airport for over 4 hours
Ticket	Passenger ticket, bag check and boarding pass which incorporate these conditions of carriage, including tickets issued electronically
Transportation Security Administration (TSA)	An agency of the U.S. Department of Homeland Security with authority over the security of the traveling public in the U.S.
U.S.	The 50 federated states and the District of Columbia, Puerto Rico and the U.S. Virgin Islands
U.S. Department of Transportation (DOT)	A federal Cabinet department of the U.S. government that regulates aspects of air transportation

## You

As a passenger, you're required to act in way that's consistent with ensuring the safety of everyone on board. This includes complying with the laws and travel requirements of the countries we fly to, from or over. Traveling can be stressful, and we appreciate your patience and courtesy for other passengers and American Airlines team members.

## Passenger responsibilities

### Complying with the law and government regulations

To fly on American, you must:

- Have a valid photo ID accepted by the TSA (like a driver's license or other government issued ID).
- Have a valid passport, visa and any travel documents required if you're traveling internationally.
- Allow your baggage to be inspected by Customs, the TSA or other government officials.

Be sure your driver's license complies with REAL ID and that your passport is valid or you may not be allowed to board your flight. Some countries require your passport be valid for 3 – 6 months beyond your departure date, so be sure you know the rules before you travel.

We are not responsible for any loss, damage or expense if you do not meet the travel document requirements.

[More about ID requirements »](#)

### Complying with airline rules for safety

The safety and comfort of our customers and team members is our top priority. We will respond seriously to any language or behavior that threatens the well-being or functionality of our crew or any American Airlines team member. Violent or inappropriate actions may result in the denial of boarding, removal from the terminal or legal prosecution.

To ensure a safe environment for everyone, you must:

- Allow you and your bags to be searched for explosives, dangerous weapons or banned substances.
- Show a valid ID.
- Understand and comply with all safety instructions.
- Release us from responsibility for any loss, damage or expense if you do not meet the travel document requirements.
- Behave appropriately and respectfully with other passengers, crew or any American Airlines team member.
- Postpone your flight if you have a dangerous disease deemed transmissible by a federal public health authority.
- Be respectful that your odor isn't offensive (unless it's caused by a disability or illness).
- Dress appropriately; bare feet or offensive clothing aren't allowed.
- Not threaten the safety of the flight in any way.
- Have the right travel documents and be allowed to travel to, from or through any countries in your itinerary.
- Be able to sit with your seatbelt fastened.

If your physical or mental condition is such that in American's sole opinion, you are rendered or likely to be rendered incapable of comprehending or complying with safety instructions without the assistance of an attendant, American may refuse to transport you.

In addition, you may be asked to give up your seat if a government official needs space, for weather conditions requiring reduced aircraft load, or for other conditions beyond our control.

### Failing to comply

We may not let you fly (temporarily or permanently) for any reason, including if you:

- Don't obey the law
- Are uncooperative, abusive, harassing, or show the potential to be while on board
- Pose a risk to safety or security
- Appear intoxicated or under the influence of drugs
- Attempt to interfere with the flight crew or refuse to obey instructions
- Fail to comply with American Airlines rules or policies
- Need to be removed for your safety or the safety of other passengers or the crew
- Have a communicable disease or virus, or if we suspect you have a communicable disease or virus
- Are traveling with an animal that causes a delay or damage to the plane or other passengers

You may also be liable for any loss, damage or expense resulting from your conduct. For example, you may be liable for the costs if we have to divert to another city because of your conduct. Also, under U.S. law you may be liable if you assault a federal, airport or airline employee with security duties. Failing to meet passenger responsibilities is a material breach of this contract.

## ⤴ Children traveling

We welcome children of all ages on board. Be sure you know the rules for your child based on his or her age. We count "age" based on the child's age the day of departure.

Traveling with children and infants »

### Infants (under 2 years)

- One infant under 2 can travel in your lap. You are not required to pay for a separate seat unless you have an FAA approved car seat you plan to use on board.
- There may be a fee for infants traveling outside the U.S.
- Infants as young as 2 days old can fly, but any infant under 7 days old needs a passenger medical form filled out by your doctor before flying.
- Infants must be accompanied by a parent (any age) or someone 16 years or older in the same cabin.

### Children (2 years or older)

- Children 2 and older must have a purchased seat. If your child turns 2 during a trip, the child will need their own seat for the remainder of the trip.
- Children under 5 years cannot travel alone.

Traveling with children and infants »

## Unaccompanied minor service

Our unaccompanied minor service ensures your child is escorted on the plane, introduced to the flight attendant, chaperoned during connections and brought to the person you designate when they arrive. Keep in mind, flight attendants can't continuously monitor children during flight.

[Unaccompanied minor service »](#)

## ⤴ Customers with special needs

We're dedicated to providing customers with special needs dignified, professional and courteous service at all times. Customers with special needs may need to board the plane early.

You can request special assistance when you book on [aa.com](https://www.aa.com) (our site is accessible) or call us anytime at (800) 433-7300.

## Special assistance coordinators

When you request special assistance, a coordinator will contact you before your flight to make sure necessary medical paperwork is complete and requests are arranged.

They can help with:

- Wheelchair assistance
- Mobility assistance, getting in and out of the plane
- Traveling with a service animal\*
- Traveling with a portable oxygen concentrator (POCs)\*
- Battery-powered medical devices
- Traveling within 7 days of your due date or after your delivery
- Adjacent seating for yourself and your personal care attendant
- Disassembly and packaging for mobility assistive devices when needed

\*We require at least 48 hours advance notice if you need to travel with a service animal, or a POC.

Call us anytime:

- 800-433-7300
- For hearing or speech impaired assistance dial 711 to be connected through the National Relay Service

[Special assistance »](#)

## Mobility and medical devices

If you're traveling with any medical device, a wheelchair or other mobility device, we're here to help. If we're able, we offer early boarding, help getting off the plane and airport assistance. Contact us to make sure your device is approved for travel and to make any special requests.

[Mobility and medical devices »](#)

## Special assistance issues

If you had a special-assistance issue on your trip, please go to the American Airlines customer service desk. We have local complaint resolution officials (LCRO) available during operating hours, and a corporate complaint resolution official is available to assist our LCROs 24/7. You can also call our disability team 24/7 at 800-892-3624.

## Your flight

When it comes to checking in and arriving at the airport, earlier is better. Give yourself extra time if you're checking bags or traveling internationally.

Before you head to the airport, you can check for travel alerts that impact the cities in your trip and get flight status information like gates and times.

[Travel alerts »](#)

[Get flight status information »](#)

Download the American Airlines app to get real time updates about your travel.

[American Airlines app »](#)

### Check-in and arrival

#### Check-in times

You can check in on [aa.com](#) and in the app beginning 24 hours before departure. All airports have minimum check-in times. If you're not checked in by the minimum check-in time, we may reassign your seat to another passenger.

In most cities, you must be checked in:

- At least 45 minutes before scheduled departure, for flights within the U.S.
- At least 60 minutes before scheduled departure, for flights to or from airports outside of the U.S.

Some airports require you to check in earlier.

[Check-in and arrival »](#)

#### Arriving at the gate

Be at the gate and ready to board the plane at least:

- 30 minutes before departure on domestic flights
- 45 minutes before departure for international flights

You must have a boarding pass with a valid seat assignment to board the plane.

Boarding ends 15 minutes before departure. If you're not on board, we may reassign your seat to another passenger. You will not be allowed to board once the doors close.

If you're on a codeshare flight operated by one of our partners, check with that airline.

### Our responsibilities when there are schedule / operations changes

Sometimes we have to make adjustments to our operation, and between the time you book and the time your flight

departs, there may be changes to:

- Your flight number
- The type of plane you're flying on and the available amenities
- Your seat assignment
- The airline that operates your flight
- The number of stopovers or stopover cities
- Departure or arrival times

When there are changes or cancellations that affect your trip, we'll try to contact you in advance to rebook another flight or move you to a similar seat or cabin, though we can't make any guarantees.

We do our best to be on time but our flight schedule is not guaranteed and not part of this contract. We are not liable if:

- We're late or you don't make your connection
- We change the schedule of any flight
- We (or our partners) cancel a flight or route
- Your checked baggage is late (except as required by statute, regulation, or Convention)
- There are special, incidental or consequential damages because of these changes

If we or our airline partner fails to operate your flight or your arrival is delayed more than 4 hours, our sole obligation is to refund the remaining ticket value and any optional fees according to our involuntary refunds policy, subject to our policy for rebooking your delayed / canceled flight.

Refunds »

Rules for delays on international trips are governed by the Montreal Convention and Warsaw Convention. The full linked page provides more information and is incorporated by reference.

Montreal Convention and Warsaw Convention »

## ⤴ Events beyond our control (Force Majeure)

When there's an event we can't control like weather, a strike or other civil disorder, we may have to cancel, divert or delay flights. If your ticket still has value (if you were, for example, re-accommodated in a different class of service) we'll refund the unused portion to the original form of payment, but beyond that we are not liable.

Such "Force Majeure" events include:

- Meteorological or weather conditions
- Civil disturbances including war, embargoes or unsettled international conditions (real or threatened)
- Acts of terror
- Public health emergencies of domestic or international concern
- Labor disputes that involve or affect our service
- Government regulations or requirements
- Shortage of labor, fuel or facilities of American or others

- Any fact not reasonably foreseen or predicted by American

International air transportation liability is regulated by the Montreal Convention and Warsaw Convention.

Montreal Convention and Warsaw Conventions »

## ⤴ Oversold flights

A flight is “oversold” when there are more checked-in passengers than seats. When this happens, our team gets involved as early as possible to find volunteers to change flights.

When, despite our best efforts, we don't have enough volunteers, we'll have to choose customers to change flights involuntarily, and deny boarding. If this happens, we will follow the DOT's compensation rules. We will do our best to get those customers on the next possible flight.

We will not involuntarily remove a revenue passenger who has already boarded to give a seat to another passenger.

## Voluntary denied boarding

We will ask for passengers who are willing to voluntarily give up their seats in exchange for compensation in an amount and form to be determined solely at American's discretion.

When you volunteer to give up your confirmed seat on a flight, we will compensate you in a form and in an amount we think is fair.

## Involuntary denied boarding

If there aren't enough volunteers, we will choose customers to change flights involuntarily and deny boarding.

Boarding priority is given to certain customers, including to those who:

- Have special assistance needs
- Are traveling as an unaccompanied minor
- Have AAdvantage elite status
- Paid for First, Business or Premium Economy
- Checked in earliest

The selection of customers who are involuntarily denied seats is solely at American's discretion.

You will not receive involuntary denied boarding compensation if:

- You fail to comply with American's ticketing, check-in and reconfirmation requirements, or you're not acceptable for transportation under American's usual rules and practices.
- Your flight is canceled.
- We switch to a smaller plane for safety or operational reasons.
- Your plane has 60 or fewer seats and there are safety-related weight/balance restrictions.
- You're offered a seat in a section of the plane that's different from your original ticket. If you are seated in a section for which a lower fare is charged, you will be given an appropriate refund.

- We're able to get you to your next stopover or final destination within 1 hour of your original arrival time.

## Compensation for involuntary denied boarding

DOT rules determine how much you're compensated based on how late you'll be to your stopover or destination. Our goal is to get you to your next scheduled stopover or final destination as soon as possible, so we may offer flights on other airlines and non-air travel such as by train. If your flight is oversold and you're not allowed to board, we'll give you a check or travel credit the same day at the airport or mail it within 24 hours.

### Travel within U.S.

- Up to 1 hour arrival delay – not compensated
- 1 - 2 hour arrival delay – 200% of one-way fare (max. \$775)
- 2+ hour arrival delay – 400% of one-way fare (max. \$1,550)

### International

- Up to 1 hour arrival delay – not compensated
- 1 - 4 hour arrival delay – 200% of one-way fare (max. \$775)
- 4+ hour arrival delay – 400% of one-way fare (max. \$1,550)

### Travel from European Union countries (EU)

If you're not allowed to board an oversold, nonstop flight from the EU to the U.S., you may be eligible to receive one of these:

- A travel voucher that can be used for 1 ticket to anywhere American flies
- A check for 300 EUR (arrival delays under 4 hours) or 600 EUR (arrival delays more than 4 hours)

### Travel to or from Canada

If you're not allowed to board a flight to or from Canada, the Canada Air Passenger Protection Regulations may provide additional protections, including compensation.

[Canada passengers »](#)

## Delays, cancellations and diversions

Our goal is to provide timely, frequent and helpful updates – from the time you are ticketed, at the airport and on board – when there are delays, cancellations and diversions.

## Rebooking your delayed / canceled flight

When your flight is canceled or a delay could cause you to miss your connection, we'll rebook you on the next American Airlines flight with available seats at no additional cost. If no American flights are available until the next day, and the disruption is caused by us, we'll rebook you on one of our partner airlines with available seats at no additional cost. We'll rebook you in your originally ticketed cabin or class with your original form of payment.

If your flight was delayed or canceled and you don't accept our alternative arrangements, or none were available, we'll refund the remaining ticket value and any optional fees according to our involuntary refunds policy. Beyond that, we have no further contractual obligation.

### Delays caused by us

If the disruption is our fault or you're diverted to another city, and we don't board before 11:59 p.m. local time on your scheduled arrival day, we'll arrange an overnight stay or cover the cost of an approved hotel, if available. We don't guarantee reimbursement for hotel expenses if you book directly without written authorization from American Airlines.

### Delays beyond our control (like weather)

If the delay is beyond our control, or you book your own arrangements without written authorization from American Airlines, you're responsible to pay for your hotel, meals and other expenses. An American Airlines agent may be able to help you find a hotel.

## Taking care of delayed passengers

We'll do our best to ensure delayed passengers are as comfortable as possible. Gate agents are asked to look after customers with special needs including unaccompanied minors, customers with disabilities and the elderly.

For long delays on the plane, we'll make every reasonable effort to ensure you have food (such as crackers or biscuits), water, access to the restroom and basic medical assistance if needed.

We are not responsible for any special, incidental or consequential damages if we're unable to meet this commitment.

[Customer service plan »](#)

## Travel to or from Canada

If your flight is delayed or cancelled due to reasons within our control, the Canada Air Passenger Protection Regulations may provide additional protections, including compensation.

[Canada passengers »](#)

# Your ticket, bags and refunds

## Baggage

All bags are subject to inspection. We will not accept checked or carry-on bags we think are unsuitable for transportation for reasons like size, weight or character.

Before you go to the airport, be sure to check our baggage page for information on all our checked and carry-on baggage policies.

[Baggage »](#)

## Checking your bag

You can only check bags on the day you travel, and your bags must travel to the same ticketed final destination as you. Be sure your name is on all bags before you check them.

If you're flying from one of these airports, you can't check bags more than 4 hours before departure:

- Denver (DEN)
- Fort Lauderdale (FLL)
- Las Vegas (LAS)
- Orlando (MCO)
- Portland (PDX)
- Salt Lake City (SLC)
- Seattle (SEA)

## Baggage limits and fees

The number of bags you can check depends on your destination. Checked bag fees apply with some exceptions. All bag fees are non-refundable and apply per person, each way. Additional fees may apply for overweight / oversize bags or specialty items.

Also, you may have to pay bag fees again if:

- You are connecting on another airline
- Your connection on American is more than 16.5 hours later

Checked bag policies »

Oversize and overweight baggage »

Specialty and sports equipment »

## Claiming your bag

Hang on to your baggage claim tickets; you may have to show your ticket to claim your bags. The airport baggage office will release bags to the person with the baggage claim ticket that matches. If you lose your ticket, we may ask for ID.

When you arrive in the U.S. from an international city, you will claim your checked bags before going through Customs.

## Delayed bags

If you arrive on American at your final destination and your bags have not arrived with you, our goal is to return them within 24 hours (for flights within the U.S., Puerto Rico and the U.S. Virgin Islands).

Some of the reasons it may take us longer to get you your delayed bags include if:

- We don't have a local name, address or phone number for you
- You're on a cruise, in remote camp site or somewhere we can't reasonably reach you

- You changed your delivery address
- We have limited flights to your destination
- Weather or other operational issues get in the way

If you arrive at your final destination on another airline, please check with that airline for information.

## Carry-on bags

In general, you're allowed 1 bag and 1 personal item:

- Your bag must fit in the sizer at the airport.
- Your personal item must fit under the seat in front of you.
- All bags must be stowed before takeoff.

Diaper bags, child safety seats, strollers and medical or mobility devices don't count as your bag or personal item. You may carry on a fully collapsible stroller if it's under 20 lbs. and fits in an overhead bin. All other strollers must be checked at a ticket counter.

We always reserve the right to decide if your carry-on items are suitable to bring on board and if there is enough space in the overhead bins.

If you need to check your carry-on bags, be sure to take any fragile or valuable items like your keys, medication or computers with you on board. Also remove and carry on any e-cigarettes and spare batteries for laptops, cameras or other mobile devices.

There are additional carry-on restrictions for certain fares, aircraft and airports. We may have to check your bag at the gate if the overhead bins are full or if there are restrictions. Overhead bin size varies, and some planes and American Eagle flights have smaller bins.

[Carry-on baggage policy »](#)

## Restricted items

For everyone's safety on board, some common items are restricted by the TSA and FAA. Be sure you know what you can carry on and what you can check in your bags before you go to the airport.

### Hazardous materials

We don't transport hazardous materials, except for small amounts of dry ice, and we may remove and dispose of any hazardous material in your bags.

[Restricted items »](#)

### Firearms

You can travel with firearms in checked baggage only. Firearms must be declared to an agent at check-in. There are other rules or temporary policies that apply; be sure you understand the rules before you go to the airport.

[Firearms »](#)

## Pets and service animals

Depending on the animals' breed, size and requirements, pets can travel as a carry-on, be checked or transported with American Airlines Cargo. We only allow you to travel with your pet cats and dogs.

Service animals are welcome at no charge if they meet the requirements. The animal must fit on your lap, at your feet or under your seat, and cannot block the aisle. Dogs trained to detect explosives/drugs or trained for search and rescue (documentation required) are also welcome at no charge.

Traveling with pets »

Traveling with service animals »

## ⌵ Baggage liability (domestic flights)

### What we cover

If your checked bag is lost, damaged or delayed, we will pay the provable value of the losses up to \$3,800 (or up to \$5,000 if you declare excess value).

A good rule of thumb is never to check anything you can't live without. If it's irreplaceable, sentimental or you depend on it for your well-being, keep it on you or leave it at home.

### What we don't cover

We don't cover loss or damage to:\*

- |  |                                  |   |
|--|----------------------------------|---|
| ■ Antiques or artifacts                                | ■ Furs                           | ■ Perishable items                                |
| ■ Artwork  | ■ Heirlooms                      | ■ Photographic, video or optical equipment        |
| ■ Books or documents                                   | ■ Jewelry                        | ■ Precious metals or stones                       |
| ■ Business equipment or samples, or marketing material | ■ Keys                           | ■ Securities or negotiable papers                 |
| ■ China or silverware                                  | ■ Liquids                        | ■ Time pieces                                     |
| ■ Computers, software or other electronics             | ■ Medication (over-the-counter)  | ■ Unique, irreplaceable or similar valuable items |
| ■ Fragile items  | ■ Money                          |   |
|  | ■ Orthotics or surgical supports |   |

\*Wheelchairs or other assistive devices are covered

We strive to be as careful as possible during the normal transport of your belongings. As such, we also don't cover:

- Items you carry on the plane
- Minor scratches, scuffs, stains, dents, cuts or dirt from normal wear and tear
- Things not packed appropriately for transportation like musical instruments or recreational/sports items that aren't in a hard-sided case
- Damage to the inside contents of a bag if the outside isn't damaged
- Damage to or loss from normal wear and tear to parts that stick out like wheels, straps, pockets, handles, hooks or other attachments
- Damage to an item caused by another item in your bag

- Loss, damage or delay of any bag or item considered not acceptable as checked baggage on American

Items not properly packed in a hard-sided case will be treated as fragile items.

We are not liable for any incidental, punitive or special damages that result from lost, damaged or delayed bags including damages for lost revenue or business interruption.

We are not liable if and to the extent that the damage resulted from the inherent defect or quality of the bag.

Excess valuation coverage is not available for and does not apply to items we don't cover.

## Time limits for liability

### First report

If your bags are lost or delayed, you should file a report before you leave the airport.

- Within 4 hours of arriving at your final destination if your bags were delayed
- Within 12 hours of arrival if you used Bags VIP Luggage Delivery

If your bags are damaged, you should file a report before you leave the airport.

- Within 24 hours of receiving your bags if they were delayed and then delivered or picked up
- Within 24 hours if your bags were damaged

### Next steps

For any follow-up reports or action you must:

- Ask us to repair the damage within 30 days of your first report
- Submit a Passenger Property Questionnaire within 30 days of filing your first report (if you're seeking compensation)
- Take legal action related to damage, delay, or loss within 2 years of the incident

## Rejected claims

We may reject your claim if you:

- Falsify information on your claim or submit the same claim with more than 1 airline
- Don't have proof of loss or receipts
- Don't submit your report or necessary claim documents in time
- Used a prohibited booking practice and then made a claim

Prohibited booking practices »

## ⌵ Liability for international flights

For international travel, the Warsaw Convention and the Montreal Convention govern liability for personal injury, death or damage. The terms and conditions are set by these international conventions and are not subject to change or modification by American Airlines. These conventions set compensation amounts for death, injury and

baggage loss and damage. The full linked page is incorporated herein by reference.

Montreal Convention and Warsaw Conventions »

## ⏮ Ticket types and refunds

Each passenger must have a valid ticket to fly. [A ticket is non-transferrable – it can't be used by or refunded to any other passenger. All refunds are made to the original form of payment.](#)

## How long a ticket is valid

In general, a ticket is valid for 1 year:

- If unused, you must start travel within 1 year of date the ticket was issued
- If partially used, you must complete travel within 1 year of the first completed flight

So for an unused ticket issued June 1, 2019, you must begin travel on the new ticket by June 1, 2020.

For a roundtrip ticket that was partially flown on March 1, 2019, you must complete all new travel by March 1, 2020.

These rules apply unless your ticket states otherwise.

## Refunds

Generally, you have up to 24 hours from when you buy your ticket to get a full refund if you booked at least 48 hours before departure. You must cancel your trip within 24 hours of purchase for a refund. If you bought your ticket through a travel agency or another booking source, contact them for a refund. Some countries have different rules about refunds, and if so, we will follow those rules.

Refunds will be made only to the person who paid. Tickets issued for official government travel will be refunded only to the government agency that issued the transportation request.

## Refundable tickets

If you bought a refundable ticket, decide not to travel and want a refund, we'll pay:

- The full amount of the ticket if travel hasn't started
- The value of the unused travel if the ticket is partially used

We'll refund the original credit card within 7 days (allow 1-2 billing cycles for credit to show). We'll process cash and check refunds within 20 days of receiving all your paperwork.

Some requests may take longer, for example, tickets bought outside the U.S. in another currency or tickets that require research or verification. We are not liable for longer processing times.

Refunds FAQs »

## Non-refundable tickets

We don't refund cash for non-refundable tickets. But if you cancel your trip before departure, we will cancel your ticket and issue a travel credit that you can use toward future travel on American.

[Travel credit »](#)

We will refund a non-refundable ticket (or the value of the unused segment of your trip) to the original form of payment if:

- You cancel within 24 hours of booking (and booked at least 2 days before departure).
- We cancel your flight
- We make a schedule change that results in a change of more than 4 hours to your departure time
- A passenger or their travel companion dies. (Supporting paperwork is required)
- Military orders require you to cancel your trip. (Supporting paperwork is required)

If you bought your ticket through a travel agency or another booking source, contact them for a refund.

## Refunds of taxes

You can request a refund of eligible taxes included in the ticket price. If eligible, we'll refund the original form of payment.

- Destination-specific taxes not imposed by us may be eligible
- Taxes we must pay whether or not you travel are not eligible.

[Request a refund](#) 

## Refunds for seats, bags and extras

If you paid for seats, bags or other extras and don't use them because you didn't travel as planned, you may request a refund. Read our [refunds FAQs](#) for details.

[Request a refund](#) 

[Refunds FAQs »](#)

## Involuntary refunds

If you are due a refund because we failed to operate on schedule (a delay to your departure time of over 4 hours) or we refused to let you fly for reasons other than your violation of this contract, we will refund you:

- The full amount of the ticket and any extras if travel hasn't started
- The value of the unused travel if the ticket is partially used

If you were involuntarily denied boarding, we will not charge any refund fees or penalties.

We will only refund tickets issued by American Airlines and reserve the right to only make refunds in a currency or country of the original purchase.

### Ticket validity

Tickets are valid for travel only when used with all terms and conditions of sale.

[Your ticket is valid only when:](#)

- [Travel is to/from the cities on your ticket and in your trip record](#)
- You meet all the fare requirements

Fare requirements, like dates, special purpose or status, may include:

- Dates of stay (a Saturday night, weekend, etc.)
- Military status (to qualify for a military fare)
- Official government business (to qualify for a government fare)
- Attendance at an event (to qualify for a meeting or convention fare)

[Your ticket is not valid when:](#)

- You don't meet the dates of stay, purpose or status requirements for the fare
- [We find that the ticket was bought using an exploitative practice](#)

## Prohibited booking practices

[Reservations made to exploit or circumvent fare and ticket rules are prohibited.](#)

Examples include (but are not limited to):

- [Purchasing a ticket without intending to fly all flights to gain lower fares \(hidden city ticketing\)](#)
- Buying a ticket without intending to travel, including to gain access to our airport lounges or other facilities
- Combining 2 or more roundtrip excursion fares end-to-end to circumvent minimum stay requirements (back-to-back ticketing)
- Booking a ticket in someone's name without the person's consent (which is illegal)
- Holding reservations for reasons like securing upgrades, blocking seats or obtaining lower fares
- Automated re-shopping conducted by you or your agent, or through an authorized third party that is enabled or assisted by you or your agent
- Booking duplicate or impossible trips, for example multiple trips for the same passenger around the same time (trips a passenger physically could not complete)

If we find evidence that you or your agent are using a prohibited practice, we reserve the right to:

- Cancel any unused part of the ticket
- Refuse to let the passenger fly and check bags
- Not refund an otherwise refundable ticket
- Charge you for what the ticket would have cost if you hadn't booked it fraudulently
- Require you refund to us any compensation we provided like bag delivery costs, and reimbursement for clothes or toiletries because of late or lost bags

## Fare errors

If we sell a fare in error, we have the right to cancel the ticket. This includes fare errors, computer errors and third party errors (human or computer). We try to prevent, detect and correct errors as soon as possible.








When we issue a mistaken fare, we'll void the ticket, give a full refund and notify you within:

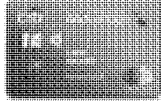
- 72 hours after we learn of the mistaken fare
- At least 24 hours before departure if you bought the ticket less than 72 hours before departure

You may also like...

- Customer service and contingency plans »
- Contact American »
- Baggage »

⬆ Back to top

Help	About American	Extras
Contact American	About us	Business programs
Receipts and refunds	We're hiring! Join our team 	Gift cards 
FAQs	Investor relations 	American Airlines credit card
Agency reference 	Newsroom 	Trip insurance
American Airlines Cargo 	Legal, privacy, copyright	
Bag and optional fees	Environmental, social and governance 	
Customer service and contingency plans	Combating human trafficking	
Conditions of carriage	Browser compatibility	
	Web accessibility	



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# Exhibit A-16

Withheld Due to Confidential Information  
Pending Motion for Leave to File Under Seal

# Exhibit A-17

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Pending Motion for Leave to File Under Seal

# Exhibit A-18

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Pending Motion for Leave to File Under Seal

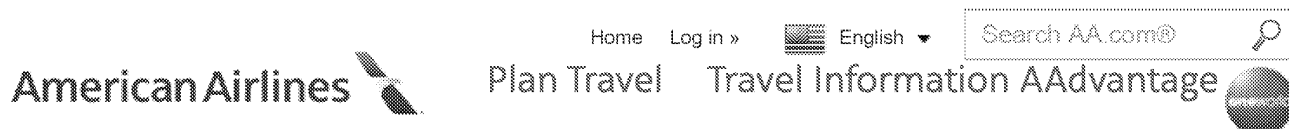
# Exhibit A-19

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# Exhibit A-20

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Pending Motion for Leave to File Under Seal

# Exhibit A-21



[Home](#) > [Legal information](#)

## Legal information

American Airlines offers legal information to assist you with the best possible experience throughout your travels and on our website:

[Conditions of carriage »](#)

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## Your indemnity obligation

You agree to indemnify, defend, and hold harmless American Airlines and its affiliates from and against any and all claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, deficiencies, penalties, taxes, levies, fines, judgments, settlements, expenses (including legal and accountants' fees and disbursements) and costs (collectively, "Claims"), based on, arising out of or resulting from your use of the Site, including without limitation any Claims alleging facts that if true would constitute your breach of this Agreement.

## Limitations on your use

American Airlines provides the Site solely to permit you to determine the availability of goods and services offered on the Site and to make legitimate reservations or otherwise transact business with American Airlines, and for no other purposes. The Site is for your personal, non-commercial use. You agree that you will use the Site's services only to make legitimate reservations or purchases for you or for another person for whom you are authorized to act both legally and under the terms of this Agreement.

You agree that without limitation you shall not make any fictitious, fraudulent, or abusive reservation or any reservation in anticipation of demand. In addition, you agree that you shall not make any duplicate or impossible/illogical reservation. (See Conditions of carriage for definitions of Fictitious, Fraudulent or Abusive and Duplicate or Impossible/Illogical reservations.) If American Airlines determines that you have confirmed multiple reservations to one or more destination on or about the same date, American Airlines may without notice cancel all confirmed space associated with the multiple reservations. You agree to abide by the terms and conditions of purchase American Airlines imposes including, but not limited to, payment of all amounts when due and compliance with all rules regarding availability of fares, products, or services. You are completely responsible for all assessments, charges, duties, fees, and taxes arising out of your use of the Site.

Conditions of carriage »

Your account information is owned by and proprietary to American Airlines. While you may access your account information through the Site, you may not give access to your account to any person or entity other than a member of your household or a person that you directly supervise as part of your career or employment. You may not give access to your account to any third party on-line service, including, but not limited to any mileage management service, mileage tracking service, or mileage aggregation service.

You must access your account information directly through the Site and not through a third party Website, including but not limited to any mileage management service, mileage tracking service, or mileage aggregation service. You also violate this Agreement if you enable an AAdvantage member to access account information without visiting the Site.

You agree that you will not misuse the Site. "Misuse" includes, but is not limited to, using the Site to do any of the following:

- Distribute, disseminate, post, or publish any information or material that degrades, embarrasses, harasses, humiliates, intimidates, or threatens any individual or group of individuals on the basis of their age, ancestry, color, ethnicity, marital status, medical condition, mental or physical disability, national origin, race, sex, sexual orientation, union or nonunion affiliation, or any other basis protected by federal, state, or local law or ordinance.
- Abuse, defame, harass, stalk, threaten, or otherwise violate others' legal rights, including but not limited to rights of privacy and publicity.
- Download or upload files that may damage the operation of another's computer, such as computer viruses, corrupt files, or similar software.
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
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

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# Exhibit A-22

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION

AMERICAN AIRLINES, INC.,

*Plaintiff,*

v.

SKIPLAGGED, INC.,

*Defendant.*

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Civil Action No. 4:23-cv-00860-P

**DEFENDANT SKIPLAGGED, INC.'S FOURTH AMENDED ANSWER  
TO PLAINTIFF AMERICAN AIRLINES, INC.'S INTERROGATORY NO. 8**

TO: Plaintiff, American Airlines, Inc., by and through its attorneys of record, Messrs. Dee J. Kelly, Jr., Lars L. Berg, J. Austin Franklin, and Ms. Julia G. Wisenberg, Kelly Hart & Hallman LLP, 201 Main Street, Suite 2500, Fort Worth, Texas 76102; Ms. Bina Palnitkar, Greenberg Traurig LLP, 2200 Ross Avenue, Suite 5200, Dallas, Texas 75201; and Mr. Nathan J. Muyskens, Greenberg Traurig, LLP, 2101 L Street, N.W., Suite 1000, Washington, D.C. 20037.

Pursuant to the FEDERAL RULES OF CIVIL PROCEDURE and the Honorable Magistrate Hal Ray's *Order* of May 1, 2024, Defendant, Skiplagged, Inc. ("Skiplagged"), hereby serves this, its *Fourth Amended Answer to Plaintiff American Airlines, Inc.'s Interrogatory No. 8*.

**INTERROGATORY NO. 8:**

Identify all instances in which a person has booked, ticketed or purchased a ticket on an American-marked flight through or facilitated by Skiplagged.com, including by providing, without limitation, the purchasers' name/identity, location, all PNR Data, any other personal identifying information, flight/itinerary information, reservation numbers, amounts paid by the customer, dates of purchase, and dates of travel.

**FOURTH AMENDED ANSWER:**

Skiplagged does not "book" airfares as such and Skiplagged does not purchase or sell American tickets. Skiplagged facilitates booking of flights by providing information to users of Skiplagged.com to find information about airfares, air travel, and online offerings so that they may book fares or tickets with travel resources. Given this:

- (1) Skiplagged states that while it has certain information in its database regarding the number of bookings “facilitated” through its “Book Now” feature, the number of bookings facilitated by Skiplagged redirecting users to online travel agencies is unknown;
- (2) The number of instances in which Skiplagged “facilitated” the booking of an American flight for customers from August 1, 2018, to August 17, 2023, pursuant to the “Book Now” feature, is 1,376,927;
- (3) Skiplagged previously produced over 2,000 documents containing information responsive to this Interrogatory, including internal and customer emails that contain a customer’s name, record locator number, fees paid etc. For example, these documents include,

SKP00042966-42968, 00029050-51, 00042959-42972, 43027-43031, 84916, 84918, 82655-56, 5284, 97507, 84678-84680, 84681-84683, 80522, 5285-5286, 9664, 81603-81605, 54848-850, 1863-64, 87332-87335, 9666-67, 5277-78, 86009, 3942-3945, 3946-3948, 83955-56, 2418-20, 28403-04, 9704-9706, 14207, 100887-88, 14220-14221, 83953-54, 2669-2671, 53979, 94842-94859, 100675-78, 100665-74, 50524-41, 9367-72, 54880-54883, 100351-100357, 100340-350, 100138, 54886-889, 90020-25, 85481-85484, 85188-85191, 82650-51, 90494-98, 100116-20, 99852-870, 100875-77, 100868-874, 99315-320, 99294-99314, 94226-94231, 48253-58, 25672-75, 84893-96, 84031-36, 99909-99915, 99899-99908, 100039-10045, 100029-38, 99423-27, 99407-422, 99269-74, 99248-68, 98810-98817, 98801-98809, 98411-12, 98413-17, 10572-75, 9399-9402, 84020-25, 90393-95, 87075-87077.

- (4) Skiplagged will extract from its database and provide the following information as to American customers who have used the “Book Now” feature, except pursuant to Magistrate Judge Ray’s December 19, 2023 Order, customers’ Social Security numbers or credit card numbers:
  - a. PNR Data, as defined in AA’s Requests except as limited below;
  - b. Amount expected to be charged to the customer for the American Ticket; and
  - c. Amount of the expected service fee and accompanying information such as refund of such fees or chargeback amounts.

Skiplagged does not have the ability to provide the following: (1) frequent flier and benefit information, (2) travel agency/travel agent information, (3) code share information, (4) split/divide information, (5) travel status of

passenger information, (6) ticketing information, (7) baggage information, (8) seat numbers, (9) OSI and SSR information, (15) APIS information, (10) historical changes to PNR, and (11) baggage fees.

Respectfully submitted,

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ATTORNEYS FOR DEFENDANT,  
SKIPLAGGED, INC.

**28 U.S.C. § 1746 DECLARATION VERIFYING INTERROGATORY ANSWER**

“I declare and verify under penalty of perjury that the foregoing Amended Answers to Interrogatory No. 8: (1)–(2) and (4) are true and correct

Executed on the 28 day of May, 2024, in Fort Worth, Texas.”

A handwritten signature in black ink, appearing to read 'Aktarer Zaman', is written over a horizontal line.

Aktarer Zaman  
Chief Executive Officer  
Skiplagged, Inc.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on May 28, 2024, a true and correct copy of the foregoing was served by e-mail upon all counsel of record as indicated:

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/s/William L. Kirkman

William L. Kirkman

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**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

**AMERICAN AIRLINES, INC.,**

**Plaintiff,**

**v.**

**SKIPLAGGED, INC.,**

**Defendant.**

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**Civil Action No. 4:23-cv-00860-P**

**EXPERT REPORT OF PROFESSOR YORAM (JERRY) WIND**

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## **I. BACKGROUND AND OBJECTIVES**

### **A. Background**

For decades, American Airlines, Inc. (“American” or “AA”) has been using its federally registered trade name and trademark “American Airlines” and its registered flight symbol design (collectively, the “American Marks”) to promote its products and services throughout the world. American carefully protects its flight, fare, schedule, and inventory data and content by providing this information only to its authorized agents, and by taking measures to ensure that only authorized agents of American are permitted to act on its behalf, to use and display its protected Marks, data, and content, and to issue tickets to passengers on American flights.

Skiplagged, Inc. (“Skiplagged”) owns and operates the website Skiplagged.com. Skiplagged is not an authorized agent of American. Instead, Skiplagged obtains data on American flights by obtaining data from other agents of American (in apparent violation of their contracts with American), and/or by developing computer programs to obtain this information from American’s website. Skiplagged.com allows users to search for, identify, and purchase and book American flights directly on Skiplagged.com. In doing so, Skiplagged uses and displays on its website American’s Marks and American’s fare, schedule, inventory, ticketing, and flight data. Skiplagged does not inform users that it is not authorized to issue tickets to passengers on American’s behalf. Because it is not an agent, Skiplagged is not authorized to use American’s marks, data or content to market, display or sell American tickets or services.

On August 17, 2023, American filed a lawsuit against Skiplagged, asserting, among other claims, trademark infringement and false designation of origin/unfair competition. American seeks an injunction to enjoin Skiplagged from, among other things, continuing its infringing use of American’s Marks; publishing American’s flight/fare content on Skiplagged’s website; selling or

re-selling American flights, fares, or other products; holding itself out as an authorized agent of American or continuing to act in an agency capacity for American; or displaying or otherwise using the American Marks for commercial gain.

Having reviewed the complaint and various screenshots of American's and Skiplagged's websites, I designed multiple consumer survey experiments to evaluate (1) the likelihood and degree of confusion among consumers as to Skiplagged's affiliation, connection, or association with American and/or as to American's sponsorship, approval, or authorization of Skiplagged's services in offering and facilitating the sale of American flights; and (2) the degree of consumer deception associated with Skiplagged's offerings. As explained below and based on my analysis of the results of these consumer surveys, I have concluded with a reasonable degree of expert certainty that Skiplagged's activities (1) have generated confusion in the marketplace regarding Skiplagged's affiliation, connection, or association with American and American's sponsorship, approval, or authorization of Skiplagged's services, and (2) deceive consumers about the risks associated with its products/services.

## **B. Objectives**

I was retained by Greenberg Traurig, LLP, and Kelly Hart & Hallman, LLP, counsel for American, to assess whether, and to what extent, Skiplagged's published content and offerings on Skiplagged.com relating to American flights has generated confusion and deception in the marketplace, including as it relates to Skiplagged's perceived association with and/or authorization or sponsorship from American. To accomplish this objective, I considered whether Skiplagged's uses of the American Marks and data were likely to cause, or have caused, confusion amongst consumers who have booked airline tickets using a third party website in the past year, or who plan to do so in the coming year.

The purpose of these experiments was to determine, respectively, whether participants: (A) exhibited confusion about whether Skiplagged is an authorized agent of American; (B) exhibited other confusion about the relationship between Skiplagged and American; (C) exhibited confusion or deception about the fees and total cost charged by Skiplagged; and (D) exhibited confusion about the risks involved in buying “hidden city” tickets from Skiplagged.

## **II. QUALIFICATIONS**

I am the Lauder Professor Emeritus and Professor of Marketing at the Wharton School of the University of Pennsylvania. I joined the Wharton staff in 1967, upon receipt of my doctorate from Stanford University. I took Emeritus status in July 2017. I am also the President of Wind Associates Inc, A marketing and business consulting firm.

Publications: I have been a regular contributor to the marketing field, including 30 books and more than 300 papers, articles, and monographs. My books and articles, which are frequently cited by other authors, encompass marketing strategy, marketing research, new product and market development, consumer behavior, organizational buying behavior, advertising, and global marketing strategy.

Editorships: I have served as Editor-In-Chief of the Journal of Marketing, as a guest editor of the major marketing journals, and on the policy boards of the Journal of Consumer Research and Marketing Science. I have been on the editorial boards of the major marketing journals. I founded Wharton School Publishing and served as its first editor from 2003 to 2008. Currently, I server as guest editor of a special issue of Management Business Review (MBR) on AI for Customer Engagement.

Teaching, Research, and Consulting: Since 1967, I have taught MBA, Ph.D., and executive development courses on a wide range of marketing topics. I am currently developing a Coursera course on Creativity (for all ages and professions). I was the founding Director of the Wharton

think tank – The SEI Center for Advanced Studies in Management and directed it from 1988 to 2018. I have consulted extensively for Fortune 500 firms on marketing issues and marketing-driven business strategy. I am a trustee of Philadelphia Museum of Art, Curtis Institute of Music and Grounds for Sculpture. I am also an advisor for startups and non-profit organizations. In my teaching, research, consulting, editorial, and university positions, I have designed, conducted, and evaluated thousands of marketing and consumer research studies, including for use by businesses.

Awards: I have received numerous awards for my work, including the four major marketing awards—The Charles Coolidge Parlin Award (1985), the AMA/Irwin Distinguished Educator Award (1993), the Paul D. Converse Award (1996), and MIT's Buck Weaver Award (2007)—and received the first Faculty Impact Award by Wharton Alumni (1993). I was elected to the Attitude Research Hall of Fame in 1984 and have also been honored with research awards, including two Alpha Kappa Psi Foundation awards. In 2001, I was selected as one of the ten grand Auteurs in Marketing, and in 2003 I received the Elsevier Science Distinguished Scholar Award of the Society for Marketing Advances. In 2010, I was selected as one of the Ten Legends of Marketing and Sage Publication published eight volumes of my writings. In 2017, I was one of four people inducted into the Marketing Hall of Fame, an honor awarded annually to individuals who have made an outstanding contribution to the marketing profession. In 2021, I received an Honorary Doctorate from Reichman University (Israel), a university I co-founded in 1994. More recently (2023) I received the International Marketing Trend Conference Award.

Expert Witness Experience: I have conducted and evaluated marketing and consumer research for use in litigation, have been qualified as a marketing and survey research expert in court proceedings, and have testified at deposition and trial in federal courts.

Relevant Qualifications for this Case: Academic and Industry expert Re marketing, marketing strategy, consumer behavior, marketing research, and advertising.

Attached as **Appendix A** to this Report is a copy of my brief biography, my full resume, a list of my publications, and a list of cases in which I testified since 2018.

Compensation: My compensation is at my regular consulting rate of \$1200 per hour and is not contingent on my opinions or the outcome of this litigation.

### **III. SUMMARY OF OPINION**

My expert opinion is that Skiplagged' s hidden city and non-hidden city ticket offerings have the following negative impact on consumers:

- a. Skiplagged confuses consumers into believing that Skiplagged is associated with or authorized by American (either as an authorized travel agent for American or as having some other direct relationship with American);
- b. Skiplagged deceives consumers into believing that purchasing a regular, non-hidden city ticket on Skiplagged.com is cheaper than purchasing the same flight(s) from American directly; and
- c. Skiplagged deceives consumers of hidden city tickets by not effectively disclosing to them all of the serious risks and/or consequences imposed by airlines in connection with hidden city tickets.

My conclusions are based on the following:

1. Two consumer experiments in which test groups saw a Skiplagged.com web site offering for either a hidden city flight or non-hidden city ticket. Two control groups saw a corresponding ticket offered on Expedia.com.
  - The findings of these experiments showed significant levels of confusion and deception among consumers.
2. Four independent sets of data, all of which validate the findings of the consumer experiments. These included:
  - a. Actual complaints to AA;
  - b. Actual complaints to Skiplagged;
  - c. Analysis of consumer conversations on social networks; and
  - d. Insights from consumer behavior and advertising and marketing theories and findings.

#### **IV. METHODOLOGY**

To determine if Skiplagged's practices lead consumers to (a) perceive that they are an authorized agent of (or have other association with) American Airlines and (b) be deceived, I designed and implemented two consumer experiments and validated them against marketing and consumer behavior theories and findings.

##### **A. The Voice of the Consumer – The Consumer Experiments**

Because Skiplagged has two different airfare offerings—regular flight tickets and “hidden city” tickets—I designed two related experiments, one for each type of offering. The experiments also were designed to test the validity of the two major questions – namely, whether consumers (a) perceive Skiplagged as an authorized agent of American or having some other association with American, and (b) are deceived by Skiplagged's advertising messages and offerings.

Regarding question (b), this included two conditions:

- (i) For the regular (non-hidden city) tickets: Skiplagged's claim of providing the “cheapest regular flights;” and
- (ii) For the hidden city tickets: the adequacy of Skiplagged's disclosures to consumers regarding the risks associated with booking a hidden city ticket.

To assure the validity of the findings, the research design relied heavily on responses to open-ended questions.

##### **1. The Research Design**

After qualifying the respondents (see universe and sample sections), the main questionnaire was based on 5 major and intercalated parts:

1. Showing the respondents in the test group the Skiplagged flight offering and showing the respondents in the control group the Expedia flight offering (see the Stimuli section) and assuring that they could see it clearly (Q0).
2. Asking an open-ended question with a follow up probing on how the respondent would

describe the offering to a friend (Q1).

3. Asking the typical confusion questions regarding connection or association (Q3) and permission or authorization (Q4-6), with follow up probes of the reasons for their response.
4. Asking a series of questions about the respondent's beliefs regarding the Skiplagged (or Expedia) offerings and the reasons for such beliefs (Q7-12), their awareness and usage of Skiplagged (or Expedia) (Q13), and feelings about Skiplagged's (or Expedia's) offerings and the reasons for such beliefs (Q14).
5. Showing the offering on AA.com for the same/corresponding flight ticket and asking the respondent about their reactions after having this information to compare to the Skiplagged (or Expedia) offering (Q15), their intentions to buy their next airline ticket from Skiplagged, and the reasons for their response (Q16).

The design was based on two experiments:

- a. Using the Skiplagged regular ticket as the stimulus for the test group vs. the ticket offering on Expedia for the same/corresponding flight, as a control group; and
- b. Using the Skiplagged hidden city ticket as the stimulus for the test group vs. the ticket offering on Expedia for a corresponding flight to the intended destination, as a control group.

Expedia was chosen as a control to show what the responses would be as to an *authorized agent* of American. The interpretation of the difference between the test and control groups is that the closer the results for Skiplagged are to those of Expedia the greater the perceived confusion and deception.

## **2. Universe and Sample**

### **The Universe**

The universe for each study included U.S. consumers who (a) booked a commercial flight in the past 12 months and/or intended to do so in the next 12 months, and (b) booked or intend to book their tickets through an online ticket website.

### **The Sample**

The sample was drawn from the panel of Prodege. See Appendix C-1. An initial sample

matching the census gender, age, race, and geography assured the representativeness of the sample.

It was further screened for the relevant study criteria:

- Passed the CAPTCHA test (to ensure all participants were humans).
- They or members of their families do not work for
  - (ii) An advertising agency or public relations firm,
  - (iii) A market research firm or the market research department of a company,
  - (iv) A marketing firm or the marketing department of a company law or legal firm
  - (v) An airline, travel agency, or a company that sells airline and travel tickets
- If they wore glasses or contact lenses when using a mobile device, laptop, or desktop computer, they had them on.

The total sample included 600 respondents across all studies, as shown below.

### **Exhibit A**

#### **Sample Size**

	Test	Control	Test	Control
	Skiplagged Ticket	Expedia Ticket	Skiplagged Hidden City Ticket	Expedia Ticket
Sample Size	146	155	144	155

### **3. The Stimuli**

The stimuli are included in Appendix C-2 and were embedded in the 4 programmed questionnaires. Appendix C-3 includes the screen shots of one of these.

To ensure that a fair and representative sample booking was used as the stimuli for the consumer survey, we (a) generated 200 different pairings of randomized “tier 1” airports across the country to use for the respective origin/destination, (b) generated and assigned randomized flight dates for each pairing, (c) ran searches on Skiplagged.com (for one-way flights) using each set of randomized flight criteria, (d) simulated 200 “test buys” on Skiplagged.com by selecting the least expensive American flight option shown in the search results and proceeding through the booking process up to the final checkout page, and (e) recorded the final total cost charged by Skiplagged for each booking. Contemporaneous with each test booking on Skiplagged.com, we

searched for the same corresponding flights/itineraries on AA.com and recorded the total cost charged by American for each. Of those 200 samples, 41 of the test bookings were for a “hidden city” flight ticket. Then, to determine the particular booking that would provide the most realistic and representative stimuli for the survey, we (1) separated the hidden city bookings from the non-hidden city bookings, (2) calculated the average price differential (between Skiplagged.com vs. AA.com) across all hidden city bookings, and across all non-hidden city bookings, respectively, and (3) selected the hidden city test booking that was closest to the average price difference across the hidden city bookings, and selected the non-hidden city test booking that was closest to the average price difference across the non-hidden city bookings. Additionally, upon identifying and selecting the most representative hidden city booking and non-hidden city booking to use for the survey, we also collected and used as control stimuli the corresponding offerings on Expedia.com for the same flights shown on the respective Skiplagged.com and AA.com stimuli.

For the non-hidden city bookings, the average price differential was \$12.62 more expensive on Skiplagged.com than AA.com (the median difference was \$10.00 more on Skiplagged.com than AA.com). Thus, the stimuli selected for the survey was a booking that was \$10.00 more expensive on Skiplagged.com than AA.com. For the hidden city bookings, the average price differential was \$62.46 cheaper on Skiplagged.com than AA.com (and the median was \$28.80 cheaper on Skiplagged.com than AA.com). Thus, based on the specific test buys simulated, the stimuli selected for the survey was a booking that was \$55.00 cheaper on Skiplagged.com than AA.com. The selected stimuli are included in appendix C2 and in the programmed questionnaire.

#### **4. The Questionnaire**

##### **- SCREENER -**

##### **INTRO**

Thank you for your interest in today’s survey.

We value your opinions, and all of your answers will be held in the strictest confidence, so do not be afraid to answer

each question honestly. Remember, there are no right or wrong answers.

While you are completing the survey, we ask that you do not look at windows, tabs, or applications on any device. Please do not search the Internet or ask others for help regarding any questions. We are only interested in your own opinions. If you don't know the answer, that is okay, please select "Don't know" and move forward to the next question. Do not guess your answer.

**[PN: ADD IN "CAPTCHA" AND INSTRUCTIONS.]**

**SA1.**

First, please select the type of device you are using right now to access this page.

*Select one.*

A laptop or desktop computer	1	
A tablet (e.g., Samsung Galaxy Note or Apple iPad)	2	
A smartphone (e.g., Samsung Galaxy or Apple iPhone)	3	
Other device	4	<b>[PN: TERMINATE HERE]</b>

**[PN: TERMINATE IF SA1=4.]**

**S0.**

Before you continue, please read the following confidentiality and non-disclosure statement, and answer the question that follows.

I recognize and fully understand that the survey content is of confidential nature. Therefore, I agree that both during and after the study, I will not disclose any of the information referenced in the interview and will not discuss this survey with anyone else. Also, I will not identify the nature of the product or service described in this survey.

Do you agree or disagree?

*Select one.*

I agree	1	
I disagree	2	<b>[PN: TERMINATE HERE]</b>

**[PN: MUST AGREE AT S0 – PUNCH 1, OTHERWISE TERMINATE.]**

**S01.**

Do you wear glasses or contact lenses when you're using a computer, tablet, or smartphone?

*Select one.*

Yes	1	
No	2	

**[PN: ASK IF WEAR GLASSES OR CONTACT LENSES (S01=1)]**

**S02.**

Are you currently wearing your glasses or contact lenses?

*Select one.*

Yes	1	
No	2	<b>[PN: STOP/HOLD HERE]</b>

**[PN: IF NO STOP/HOLD ABOVE (S02=2), DISPLAY BELOW AND ALLOW RESPONDENT TO START AGAIN WHEN RETURNING.]**

Please put on your glasses/contact lenses before you proceed with the survey.

## **INTRO.**

Now, we'd like to ask you a few questions to make sure the survey is relevant to you.

## **S1.**

Do you or does anyone in your household work for any of the following industries or companies?

*Select all that apply.*

An advertising agency or public relations firm	1	<b>[PN: TERMINATE AFTER S7c]</b>
A market research firm or the market research department of a company	2	<b>[PN: TERMINATE AFTER S7c]</b>
A marketing firm or the marketing department of a company	3	<b>[PN: TERMINATE AFTER S7c]</b>
An airline, travel agency, or a company that sells airline and travel tickets	4	<b>[PN: TERMINATE AFTER S7c]</b>
Any financial services company such as a bank, mutual fund company, brokerage firm, or investment firm	5	
A company that manufactures technology or electronics products	6	
A company that manufactures, distributes, or sells food or beverage products	7	
None of the above	99	<b>[PN:ANCHOR,EXCLUSIVE]</b>

**[PN: IF WORK IN A RELATED INDUSTRY (PUNCHES 1-4), TERMINATE AFTER S7c. OTHERWISE, CONTINUE.]**

## **S2a.**

What is your age?

*Enter a whole number.*

	1	
Prefer not to answer	98	<b>[PN: TERMINATE]</b>

**[PN: Allow 0-99. MUST BE 18+. TERMINATE HERE IF UNDER 18.]**

**[PN: HIDDEN QUESTION]**

**hS2b.**

**AGE**

Under 18	1	<b>S2a &lt; 18</b>	<b>[PN: TERMINATE HERE]</b>
18-24	2	<b>S2a = 18-24</b>	
24-34	3	<b>S2a = 25-34</b>	
35-44	4	<b>S2a = 35-44</b>	
45-54	5	<b>S2a = 45-54</b>	
55-64	6	<b>S2a = 55-64</b>	
65+	7	<b>S2a = 65+</b>	
Prefer not to answer	98	<b>S2a = 98</b>	<b>[PN: TERMINATE HERE]</b>

**[PN: MUST BE 18+ TO QUALIFY. TERMINATE HERE IF UNDER 18 OR PREFER NOT TO ANSWER.]**

## **S3.**

Please record your gender identity.

*Select one.*

Male	1
Female	2

Non-binary	97
Other (Specify _____)	98
Prefer not to answer	99

**S4.**

Are you of Spanish, Hispanic or Latino/a origin?

Select one.

Yes	1
No	2

**S5.**

Which of the following ethnic groups do you identify most closely with?

Select one.

Asian/Pacific Islander	1
Black/African American	2
Native American or Alaska Native	3
White/Caucasian	4
Other (Specify) _____	97
Prefer not to answer	98

**S6.**

In which state do you reside?

Select one.

[PN: USE DROP DOWN LIST]

[PN: HIDDEN QUESTION]

**S6a.****REGION**

Northeast	1
South	2
Midwest	3
West	4

[PN: THE FOLLOWING QUESTIONS SHOULD BE SET UP AS A GRID WITH COLUMNS; YES, NO, DON'T KNOW. PLEASE ROTATE SO HALF THE RESPONDENTS WILL SEE YES/NO AND THE OTHER HALF WILL SEE NO/YES. KEEP ORDER OF YES/NO CONSISTENT THROUGHOUT ENTIRE SURVEY AND RECORD ORDER.]

**S7a.**

Which, if any, of the following activities **did you do in the past 12 months?** For each activity, please answer [MATCH ASSIGNED YES/NO ORDER: Yes, No,] or you "Don't know."

Select all that apply.

[PN: RANDOMIZE]

		Yes	No	Don't know
1	Booked a hotel room	(1)	(2)	(3)
2	Booked an airline ticket (on a commercial airline)	(1)	(2)	(3)

3	Booked a car rental	(1)	(2)	(3)
4	Made a restaurant reservation	(1)	(2)	(3)
5	Made an appointment for eye care	(1)	(2)	(3)
6	Made an appointment for auto service	(1)	(2)	(3)

**S7b.**

Which, if any, of the following activities are you **likely to do in the next 12 months**? For each activity, please answer **[MATCH ASSIGNED YES/NO ORDER: Yes, No,]** or you “Don’t know.”

*Select all that apply.*

**[PN: HOLD IN THE SAME ORDER AS S7a]**

		Yes	No	Don’t know
1	Book a hotel room	(1)	(2)	(3)
2	Book an airline ticket (on a commercial airline)	(1)	(2)	(3)
3	Book a car rental	(1)	(2)	(3)
4	Make a restaurant reservation	(1)	(2)	(3)
5	Make an appointment for eye care	(1)	(2)	(3)
6	Make an appointment for auto service	(1)	(2)	(3)

**[PN: HIDDEN QUESTION]**

**S7c.**

Commercial airline reservation status

Made a commercial airline reservation in the last 12 months only	1	<b>S7a_2=1 AND S7b_2=2 OR 3</b>	
Will make a commercial airline reservation in the next 12 months only	2	<b>S7a_2=2 OR 3 AND S7b_2=1</b>	
Both – reservation made in last 12 months AND will make in next 12 months	3	<b>S7a_2=1 AND S7b_2=1</b>	
Neither	4	<b>S7a_2=2 OR 3 AND S7b_2=2 OR 3</b>	<b>[PN: TERMINATE]</b>

**[PN: CONTINUE IF MADE OR INTEND TO MAKE A COMMERCIAL AIRLINE RESERVATION (S7c=1-3). OTHERWISE, TERMINATE.]**

**S8a.**

**[ASK IF MADE AN AIRLINE RESERVATION IN THE PAST 12 MONTHS (S7c=1 OR 3)]**

In the **past 12 months**, when you made a reservation for an airline, which of the following methods did you use to make your reservation? For each option, please answer **[MATCH ASSIGNED YES/NO ORDER: Yes, No]** or you “Don’t know.”

*Select one response for each option.*

In the past 12 months...

**[PN: RANDOMIZE]**

		Yes, <u>I made</u> a reservation for an airline through this method	No, I <u>did not make</u> a reservation for an airline through this method	Don’t know
1	Through an online ticket website	1	2	3
2	Directly through an airline	1	2	3
3	Through a travel agency	1	2	3
4	Through a credit card company	1	2	3

5	Other (Specify_____)	1 [PN: ANCHOR ROW]	2	3
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**S8b.****[ASK IF PLANNING ON MAKING AN AIRLINE RESERVATION IN THE NEXT 12 MONTHS (S7c=2 OR 3)]**

In the **next 12 months**, when you make a reservation for an airline, which of the following methods will you use to make your reservation? For each option, please answer **[MATCH ASSIGNED YES/NO ORDER: Yes, No]** or you “Don’t know.”

*Select one response for each option.*

In the next 12 months...

**[PN: HOLD IN THE SAME ORDER AS S8a]**

		Yes, <u>I will make</u> a reservation for an airline through this method	No, I <u>will not</u> make a reservation for an airline through this method	Don’t know
1	Through an online ticket website	1	2	3
2	Directly through an airline	1	2	3
3	Through a travel agency	1	2	3
4	Through a credit card company	1	2	3
5	Other (Specify)	1 [PN: ANCHOR ROW]	2	3

**[PN: HIDDEN QUESTION]****S8c.****Online Ticket Website Usage Status**

Used online ticket website in the last 12 months only	1	S8a_1=1 AND S8b_1=2 OR 3 OR BLANK	
Will use an online ticket website in the next 12 months only	2	S8a_1=2 OR 3 OR BLANK AND S8b_1=1	
Both – Used online ticket website in the last 12 months AND will use an online ticket website in the next 12 months	3	S8a_1=1 AND S8b_1=1	
Neither	4	S8a_1=2 OR 3 OR BLANK AND S8b_1=2 OR 3 OR BLANK	[PN: TERMINATE]

**[PN: CONTINUE IF PURCHASED OR INTEND TO PURCHASE TICKET THROUGH AN ONLINE TICKET WEBSITE (S8c=1-3). OTHERWISE, TERMINATE.]**

**S9.**

Which of the following sets of stripes appears in this order: RED, YELLOW, GREEN, BLUE?

*Select one.*

**[RANDOMIZE]**

**[PN: PLEASE SHOW 4 SETS OF STRIPES OF 4 DIFFERENT COLORS, INCLUDING ONE THAT IS ORDERED RED, YELLOW, GREEN, BLUE]**

**[PN: TERMINATE IF RED, YELLOW, GREEN, BLUE ORDER NOT SELECTED]**

**[PN: TO QUALIFY FOR SURVEY, MUST MEET THE FOLLOWING CRITERIA:]**

- Meets device qualifications SA1=1,2,3
- Agree to terms S0=1
- If typically wears glasses or contact lenses while working on a computer, must be wearing them (if S01=1, then must be S02=1)
- Does not work in a sensitive industry (S1=5,6,7,99)
- Age 18+ (S2b=2-6)
- Made or planning on making airline reservation (S7c=1-3)
- Made or planning on using online ticket website (S8c=1-3)

**S10 – HIDDEN.****ASSIGN TO A CELL ON A LEAST FILL BASIS BASED ON AGE, GENDER AND REGION**

Non-Hidden Cell 1	<b>1</b>
Non-Hidden Cell 2	<b>2</b>

**- MAIN QUESTIONNAIRE -****INTRODUCTION****[PN: SHOW TO ALL]**

Remember, please do not search the Internet, or ask others for help regarding any questions. We are only interested in your own opinions. If you don't know the answer, that is okay, please enter or select "Don't know" and move forward to the next question. Do not guess your answer.

After you click "Next" you will see a series of images screen.

*Please take your time to review the images. Do not use the back button of your browser at any time or your information will be lost.*

**[PN: NEW SCREEN]**

Imagine that you wanted to book a roundtrip airline flight from Santa Ana to Miami, and you decided to use the **[PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"]** website to book flights. Below is the output you received when checking for available flights. Please assume that you selected the flight boxed in red.

Please review this information the way that you normally do when reviewing and selecting airline flights online.

**PN: IF CELL 1(S10=1) THEN SHOW:**

HC – Cell 1 – Stimuli 1 – Page 1

HC – Cell 1 – Stimuli 1 – Page 2

HC – Cell 1 – Stimuli 1 – Page 3

HC – Cell 1 – Stimuli 1 – Page 4

PN: IF CELL 2 (S10=2) THEN SHOW:

HC – Cell 2 – Stimuli 1 – Page 1

HC – Cell 2 – Stimuli 1 – Page 2

Q0.

Flight Information Link: [PN: INSERT FIRST SET OF STIMULI]

Were you able to see the images **clearly**?

*Select one.*

Yes, I was able to clearly see the images and read the words on the screen	1	[PN: CONTINUE TO Q1]
No, I was not able to clearly see the images and read the words on the screen	2	[PN: RE-SHOW STIMULUS AND ASK THIS QUESTION AGAIN]

[PN: MUST CONFIRM SAW IMAGES CLEARLY. DO NOT CONTINUE TO Q1a UNLESS Q0=1. IF SELECTED Q0=2 A SECOND TIME TERMINATE]

[PN: IF Q0=2, DISPLAY THIS MESSAGE AND RE-SHOW THE IMAGE PAGE, THEN SHOW Q0

AGAIN: We are going to show you the images again. Please look at the images carefully and click “Next” when you are ready to continue.]

Q1a.

Flight Information Link: [PN: INSERT FIRST SET OF STIMULI]

How would you describe the offering on this website to a friend?

*Please enter your response below and be as detailed as possible or select “Don’t know.”*

[OPEN END TEXT BOX]

Don’t know	99	EXCLUSIVE
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[PN: TRIGGER QUESTION - SHOW ON THE SAME SCREEN AS Q1a. ASK IF PROVIDED AN ANSWER IN Q1a. – NE 99]

Q1b.

Flight Information Link: [PN: INSERT FIRST SET OF STIMULI]

Is there anything else?

*Please enter your response below and be as detailed as possible.*

[OPEN END TEXT BOX]

There is no other way I would describe it to a friend	99	EXCLUSIVE
---	----	-----------

Q2.

Flight Information Link: **[PN: INSERT FIRST SET OF STIMULI]**

Does the company that operates this website have a business connection or association with another company, or do you not know?

*Select one.*

**[PN: ROTATE ORDER OF YES AND NO].**

Yes, it has a business connection or association with another company	<a href="#">1</a>
No, it does not have a business connection or association with another company	<a href="#">2</a>
Don't know	<a href="#">3</a>

**[PN: IF YES AT Q2, ASK Q3a AND Q3b, ELSE SKIP TO Q4]**

**Q3a.**

Flight Information Link: **[PN: INSERT FIRST SET OF STIMULI]**

Which other company does the company operating this website have a business connection or association with?

*Please enter your response below and be as detailed as possible or select "Don't know."*

**[OPEN END TEXT BOX]**

Don't know	<b>99</b>	<b>EXCLUSIVE</b>
------------	-----------	------------------

**[PN: TRIGGER QUESTION - SHOW ON THE SAME SCREEN AS Q3a. ASK IF PROVIDED AN ANSWER IN Q3a. – NE 99]**

**Q3b.**

What makes you say that?

*Please type your answer below or select "Don't know."*

**[OPEN END TEXT BOX]**

Don't know	<b>99</b>	<b>EXCLUSIVE</b>
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**Q4.**

Flight Information Link: **[PN: INSERT FIRST SET OF STIMULI]**

Does the company that operates this website require permission or authorization from any other company, or do you not know?

*Select one.*

**[PN: ROTATE ORDER OF YES AND NO].**

Yes, it requires permission or authorization from another company	<a href="#">1</a>
No, it does not require permission or authorization from another company	<a href="#">2</a>
Don't know	<a href="#">3</a>

**[PN: IF YES AT Q4, ASK Q5a, Q5b, Q6a, AND Q6b, ELSE SKIP TO Q7]**

**Q5a.**

Flight Information Link: [PN: INSERT FIRST SET OF STIMULI]

From which company is permission or authorization required?

Please enter your response below and be as detailed as possible or select "Don't know."

[OPEN END TEXT BOX]

Don't know	99	EXCLUSIVE
------------	----	-----------

[PN: TRIGGER QUESTION - SHOW ON THE SAME SCREEN AS Q5a. ASK IF PROVIDED AN ANSWER IN Q5a. – NE 99]

**Q5b.**

What makes you say that?

Please type your answer below or select "Don't know."

[OPEN END TEXT BOX]

Don't know	99	EXCLUSIVE
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[PN: IF YES AT Q4 ASK Q6a]

**Q6a.**

Flight Information Link: [PN: INSERT FIRST SET OF STIMULI]

For what do they need to get permission or authorization?

Please enter your response below and be as detailed as possible or select "Don't know."

[OPEN END TEXT BOX]

Don't know	99	EXCLUSIVE
------------	----	-----------

[PN: TRIGGER QUESTION - SHOW ON THE SAME SCREEN AS Q6a. ASK IF PROVIDED AN ANSWER IN Q6a. – NE 99]

**Q6b.**

What makes you say that?

Please type your answer below or select "Don't know."

[OPEN END TEXT BOX]

Don't know	99	EXCLUSIVE
------------	----	-----------

**Q7a.**

Flight Information Link: [PN: INSERT FIRST SET OF STIMULI]

What do you believe is the relationship between [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"] and the airline?

Select one.

[PN: ROTATE THE ORDER OF PUNCHES 1 AND 2. RECORD ORDER.]

[PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"] is an authorized agent of the airline	1	
---	---	--

[PN: IF Cell 1 (S10=1): “Skiplagged”, IF Cell 2 (S10=2): “Expedia”] is not an authorized agent of the airline	2	
There is some other relationship between [PN: IF Cell 1 (S10=1): “Skiplagged”, IF Cell 2 (S10=2): “Expedia”] and the airline	3	
Don’t know	99	[ANCHOR]

[PN: TRIGGER QUESTION - SHOW ON THE SAME SCREEN AS Q7A. ASK IF PROVIDED AN ANSWER IN Q7a/NE 99]

**Q7b**

What makes you say that?

*Please enter your response below and be as detailed as possible or select “Don’t know.”*

[OPEN END TEXT BOX]

Don’t know	99	EXCLUSIVE
------------	----	-----------

**Q8a.**

Flight Information Link: [PN: INSERT FIRST SET OF STIMULI]

Based on your understanding of the [PN: IF Cell 1 (S10=1): “Skiplagged”, IF Cell 2 (S10=2): “Expedia”] offerings, please select the option you believe is correct or you “Don’t know.”

*Select one.*

[PN: ROTATE THE ORDER OF PUNCHES 1 AND 2. RECORD ORDER.]

Buying tickets through [PN: IF Cell 1 (S10=1): “Skiplagged”, IF Cell 2 (S10=2): “Expedia”] is cheaper than buying directly from the airline	1	
Buying tickets through [PN: IF Cell 1 (S10=1): “Skiplagged”, IF Cell 2 (S10=2): “Expedia”] is not cheaper than buying directly from the airline	2	
Don’t know	99	[ANCHOR]

[PN: TRIGGER QUESTION - SHOW ON THE SAME SCREEN AS Q8a. ASK IF PROVIDED AN ANSWER IN Q8a. – NE 99]

**Q8b.**

What makes you say that?

*Please enter your response below and be as detailed as possible or select “Don’t know.”*

[OPEN END TEXT BOX]

Don’t know	99	EXCLUSIVE
------------	----	-----------

**Q9a.**

Flight Information Link: [PN: INSERT FIRST SET OF STIMULI]

Based on your understanding of the [PN: IF Cell 1 (S10=1): “Skiplagged”, IF Cell 2 (S10=2): “Expedia”] offerings, please select the option you believe is correct or you “Don’t know.”

*Select one.*

[PN: ROTATE THE ORDER OF PUNCHES 1 AND 2. RECORD ORDER.]

[PN: IF Cell 1 (S10=1): “Skiplagged”, IF Cell 2 (S10=2): “Expedia”] charges an additional fee on top of the airline’s total ticket cost.	1	
[PN: IF Cell 1 (S10=1): “Skiplagged”, IF Cell 2 (S10=2): “Expedia”] does not charge an additional fee on top of the airline’s total ticket cost.	2	
Don’t know	99	[ANCHOR]

**[PN: TRIGGER QUESTION - SHOW ON THE SAME SCREEN AS Q9a. ASK IF PROVIDED AN ANSWER IN Q9a. – NE 99]**

**Q9b**

What makes you say that?

*Please enter your response below and be as detailed as possible or select “Don’t know.”*

**[OPEN END TEXT BOX]**

Don’t know	99	EXCLUSIVE
------------	----	-----------

**[PN: ASK ONLY IF THEY THINK THERE’S A FEE – Q9a=1]**

**Q10a.**

Flight Information Link: **[PN: INSERT FIRST SET OF STIMULI]**

Based on your understanding of the **[PN: IF Cell 1 (S10=1): “Skiplagged”, IF Cell 2 (S10=2): “Expedia”]** offerings, please select the option you believe is correct or you “Don’t know.”

*Select one.*

**[PN: ROTATE THE ORDER OF PUNCHES 1 AND 2. RECORD ORDER.]**

I believe the fee <b>[PN: IF Cell 1 (S10=1): “Skiplagged”, IF Cell 2 (S10=2): “Expedia”]</b> charges for its services is reasonable	1	
I believe the fee <b>[PN: IF Cell 1 (S10=1): “Skiplagged”, IF Cell 2 (S10=2): “Expedia”]</b> charges for its services is not reasonable	2	
N/A (I do not think <b>[PN: IF Cell 1 (S10=1): “Skiplagged”, IF Cell 2 (S10=2): “Expedia”]</b> charges an additional fee on top of the airline's total cost)	3	
Don’t know	99	<b>[ANCHOR]</b>

**[PN: TRIGGER QUESTION - SHOW ON THE SAME SCREEN AS Q10a. ASK IF PROVIDED AN ANSWER IN Q10a. – NE 99]**

**Q10b.**

What makes you say that?

*Please enter your response below and be as detailed as possible or select “Don’t know.”*

**[OPEN END TEXT BOX]**

Don’t know	99	EXCLUSIVE
------------	----	-----------

**Q11a.**

Flight Information Link: **[PN: INSERT FIRST SET OF STIMULI]**

Based on your understanding of the **[PN: IF Cell 1 (S10=1): “Skiplagged”, IF Cell 2 (S10=2): “Expedia”]** offerings, please select the option you believe is correct or you “Don’t know.”

*Select one.*

**[PN: ROTATE THE ORDER OF PUNCHES 1 AND 2. RECORD ORDER.]**

<b>[PN: IF Cell 1 (S10=1): “Skiplagged”, IF Cell 2 (S10=2): “Expedia”]</b> is an authorized travel agency with access to fares I could not access via the airline	1	
<b>[PN: IF Cell 1 (S10=1): “Skiplagged”, IF Cell 2 (S10=2): “Expedia”]</b> is not an authorized travel agency and does not have access to fares I could access via the airline	2	

Don't know if [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"] are an authorized travel agency	98	[ANCHOR]
Don't know if [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"] have or do not have access to fares I could not access via the airline	99	[ANCHOR]

[PN: TRIGGER QUESTION - SHOW ON THE SAME SCREEN AS Q11a. ASK IF PROVIDED AN ANSWER IN Q11a. – NE 99]

**Q11b**

What makes you say that?

Please enter your response below and be as detailed as possible or select "Don't know."

[OPEN END TEXT BOX]

Don't know	99	EXCLUSIVE
------------	----	-----------

**Q12a.**

Flight Information Link: [PN: INSERT FIRST SET OF STIMULI]

Based on your understanding of the [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"] offerings, please select the option you believe is correct or "Don't know."

Select one.

[PN: ROTATE THE ORDER OF PUNCHES 1 AND 2. RECORD ORDER.]

A ticket bought through [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"] is a valid ticket	1	
A ticket bought through [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"] is not valid ticket	2	
Don't know	99	[ANCHOR]

[PN: TRIGGER QUESTION – SHOW ON THE SAME SCREEN AS Q12A. ASK IF PROVIDED AN ANSWER IN Q12A – NE 99]

**Q12b**

What makes you say that?

Please enter your response below and be as detailed as possible "Don't know."

[OPEN END TEXT BOX]

Don't know	99	EXCLUSIVE
------------	----	-----------

**Q12c.**

Flight Information Link: [PN: INSERT FIRST SET OF STIMULI]

Based on your understanding of the [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"] offerings, please select the option you believe is correct or "Don't know."

[PN: ROTATE THE ORDER OF PUNCHES 1 AND 2. RECORD ORDER.]

Select one.

The option offered by [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"] carries no risk	1	
The option offered by [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"] carries risks	2	
Don't know	99	[ANCHOR]

**[PN: TRIGGER QUESTION – SHOW ON THE SAME SCREEN AS Q12C. ASK IF PROVIDED AN ANSWER IN Q12C – NE 99]**

**Q12d**

What makes you say that?

*Please enter your response below and be as detailed as possible or select “Don’t know.”*

**[OPEN END TEXT BOX]**

Don’t know	99	EXCLUSIVE
------------	----	-----------

**[PN: ASK IF CARRIES A RISK – Q12C/2]**

**Q12e.**

Flight Information Link: **[PN: INSERT FIRST SET OF STIMULI]**

What are the risks associated with this ticket?

*Please enter your response below and be as detailed as possible or select “Don’t know.”*

**[OPEN END TEXT BOX]**

Don’t know	99	EXCLUSIVE
------------	----	-----------

**[PN: TRIGGER QUESTION - SHOW ON THE SAME SCREEN AS Q12e. ASK IF PROVIDED AN ANSWER IN Q12e. – NE 99]**

**Q12f.**

Flight Information Link: **[PN: INSERT FIRST SET OF STIMULI]**

Are there any other risks?

*Please enter your response below and be as detailed as possible.*

**[OPEN END TEXT BOX]**

There is no other risks	99	EXCLUSIVE
-------------------------	----	-----------

**Q13a.**

Flight Information Link: **[PN: INSERT FIRST SET OF STIMULI]**

Before today were you aware of **[PN: IF Cell 1 (S10=1): “Skiplagged”, IF Cell 2 (S10=2): “Expedia”]**?

**[PN: ROTATE ORDER OF YES AND NO].**

Yes	1
No	2
Don’t know	3

**[PN: ASK IF AWARE OF SKIPLAGGED/EXEDIA Q13a. = 1]**

**Q13b.**

Have you ever used **[PN: IF Cell 1 (S10=1): “Skiplagged”, IF Cell 2 (S10=2): “Expedia”]**?

**[PN: ROTATE ORDER OF YES AND NO].**

Yes	1
No	2
Don’t know	3

**Q14a.**

Flight Information Link: **[PN: INSERT FIRST SET OF STIMULI]**

Reflecting on the **[PN: IF Cell 1 (S10=1): “Skiplagged”, IF Cell 2 (S10=2): “Expedia”]** offering and everything you know about them how do you feel about buying your next airline ticket from them?

*Please enter your response below and be as detailed as possible or select “Don’t know.”*

**[OPEN END TEXT BOX]**

Don’t know	99	EXCLUSIVE
------------	----	-----------

**[PN: TRIGGER QUESTION – SHOW ON THE SAME SCREEN AS Q14a. ASK IF PROVIDED AN ANSWER IN Q14a – NE 99]**

**Q14b.**

Is there anything else?

*Please enter your response below and be as detailed as possible.*

**[PN: OPEN END TEXT BOX]**

There are no other reasons why I said that	99	EXCLUSIVE
--	----	-----------

**INTRO**

Let’s imagine that you decide to compare the **[PN: IF Cell 1 (S10=1): “Skiplagged”, IF Cell 2 (S10=2): “Expedia”]** offer with the same flights available on the American Airlines website and you got the following results.

Please review this information the way that you normally do when reviewing and selecting airline flights online.

**PN: SHOW ALL:**

**HC – Stimuli 2 – Page 1**

**HC – Stimuli 2 – Page 2**

**AFTER SHOWING STIMULI 2:**

**IF CELL 1(S10=1) THEN SHOW:**

**HC – Cell 1 – Stimuli 1 – Page 4**

**IF CELL 2 (S10=2) THEN SHOW:**

**HC – Cell 2 – Stimuli 1 – Page 2**

**PN: NEW SCREEN only show for Cell 1 (S10=1)**

Now, please review the conditions associated with the Skiplagged offering versus American Airlines' policies. Please review this information the way that you normally do when reviewing and selecting airline flights online.

**Q15a.**

Flight Information Link: **[PN: INSTERT STIMULI 1 FOLLOWED BY STIMULI 2]**

Comparing the results you got from **[PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"]** and from the American Airlines website, how do you feel about the **[PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"]** offering?

*Please enter your response below and be as detailed as possible or select "Don't know."*

**[OPEN END TEXT BOX]**

Don't know	99	EXCLUSIVE
------------	----	-----------

**[PN: TRIGGER QUESTION - SHOW ON THE SAME SCREEN AS Q15a. ASK IF PROVIDED AN ANSWER IN Q15a. – NE 99]**

**Q15b.**

Is there anything else?

*Please enter your response below and be as detailed as possible.*

**[OPEN END TEXT BOX]**

There is nothing else that describes how I feel about the <b>[PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"]</b> offerings	99	EXCLUSIVE
--	----	-----------

**Q16a.**

Flight Information Link: **[PN: INSTERT STIMULI 1 FOLLOWED BY STIMULI 2]**

How likely would you be to consider buying your next airline ticket from **[PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"]**?

*Select one.*

**[PN: ROTATE WHETHER PUNCHES ARE SHOWN FROM 1 – 5 OR 5 – 1. RECORD WHAT WAS SEEN]**

<b>Definitely would not</b> consider buying my next airline tickets from <b>[PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"]</b>	1	
<b>Probably would not</b> consider buying my next airline tickets from <b>[PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"]</b>	2	
<b>May or may not</b> consider buying my next airline tickets from <b>[PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"]</b>	3	
<b>Probably would</b> consider buying my next airline tickets from <b>[PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"]</b>	4	
<b>Definitely would</b> consider buying my next airline tickets from <b>[PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"]</b>	5	
<b>Do not know</b>	99	<b>[ANCHOR]</b>

**[PN: TRIGGER QUESTION - SHOW ON THE SAME SCREEN AS Q16a AFTER THEY PROVIDED AN ANSWER – 1-5 AND 99]**

**Q16b.**

What made you say that you **[INSERT ANSWER FROM Q16A IN LOWER CASE]**?

*Please enter your response below and be as detailed as possible or select "Don't know."*

**[OPEN END TEXT BOX]**

Don't know	99	EXCLUSIVE
------------	----	-----------

[PN: TRIGGER QUESTION – SHOW ON THE SAME SCREEN AS Q16b. ASK IF PROVIDED AN ANSWER IN Q16b – NE 99]

Q16c.

Is there anything else?

*Please enter your response below and be as detailed as possible.*

[PN: OPEN END TEXT BOX]

There are no other reasons why I said that	99	EXCLUSIVE
--	----	-----------

[PN: ASK ALL]

D1.

For quality control purposes, please enter the year you were born.

[PN: ALLOW NUMBERS RANGING FROM 1922-2023]

<input type="text"/>	1
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[PN: Must come within 1 year of actual age (S2a) or flag]

[PN: SHOW FOR ALL AT THE END OF THE SURVEY - NEW SCREEN]

Thank you very much for completing this survey. We truly value your response and appreciate you taking time to share your opinions with us.

## 5. Data Collection and Quality Control

The data collection was conducted by Radius Global.<sup>1</sup> They worked under my direction, formatted, and programmed the questionnaires, coordinated the data collection process, analyzed the data, and prepared the Appendices for this report. The data collection was done between April 10 – 15, 2024 and resulted in 600 respondents. The data collection was stopped after the first day of interviewing (as a pretest). Since none of the respondents had any difficulties with the questionnaire, we continued with the data collection.

In addition to the quality assurance questions included as part of the screening questions, Radius employed the following quality control procedures:

- Surveys hosted on secure encrypted servers.

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<sup>1</sup> Radius Global is a leading provider of research, data, analytics, insights, and marketing intelligence. See <https://radiusinsights.com/>

- Data checks implemented:
  - Check for duplicate IP addresses to keep respondents from taking the survey more than once;
  - CAPTCHA;
  - Speeders removed from data;
  - Open-ended responses reviewed to ensure respondent is paying attention/providing meaningful answers.

## 6. Analysis

The analysis included:

- Analysis of the verbatim responses regarding the reasons for the confusion and perceived deception. This analysis followed the scientific approach for content analysis, including coding the data by (a) involving two independent coders who were not familiar with the objective of the study or its sponsors, and (b) a procedure for resolving conflicts between the two coders; and
- Computer tabulations of the results.
- Testing for the statistical significance of the difference between the test and control groups of each of the two stimuli. The Hidden City and Non-Hidden City offerings

### **B. Validating the consumer experiments with other data and relevant marketing and consumer behavior theories and findings**

To validate the findings of our customer experiments we looked at other relevant data sets that included.

#### **1. Consumer complaints to AA about Skiplagged re confusion and perceived deception.**

During the period 1/1/2018 – 3/6/2024, the AA customer complaint database identified 88 complaints with the terms “Skiplagged” or “Skiplag”. Eighty (80) of the complaints dealt with Hidden City. The analysis was done by a litigation support company using the following definitions:

*Deception* - any complaint where the customer misunderstood what they were buying. This included where the customer is confused because their itinerary has an extra leg beyond where they plan to get off; where the customer did not get the necessary visa or bring a passport for a ticket with where final destination is

international; where the customer does not understand why they couldn't check a bag; where the customer complains that they paid more booking through Skiplagged versus booking directly. This category also included complaints about consumer consequences, such as: did the customer get denied boarding; was the customer prevented from checking-in; did the customer have to rebook and pay a higher price; did the customer lose baggage when it was checked through to the destination; and any other instance where the customer had harm/loss/consequences as a result of their hidden city ticket.

*Confusion* – any complaint about role, authority, or relationship of Skiplagged vis a vis the airline. This included any complaint suggesting the customer misunderstood what Skiplagged could and could not do to support a customer after purchase, or the customer assumed Skiplagged could provide travel agency services; any complaint where the customer expected Skiplagged to reaccommodate, cancel, refund flight price, make meal selections or seat reservations; and any complaint where the customer thought Skiplagged is an approved booking partner or agent.

*Other* - all documents that do not fall under the above categories.

Analysis of the complaints revealed the following distribution.

- Confusion and Deception (n=22)
- Deception (n=57)
- Neither (n=7)

## **2. Consumer complaints to Skiplagged re confusion and perceived deception.**

Skiplagged produced a total of 46,621 documents. Of those, 30,658 were emails with one of the following email addresses as a last-in-time sender or recipient:

- [agent@skiplagged.com](mailto:agent@skiplagged.com)
- [booking@skiplagged.com](mailto:booking@skiplagged.com)
- [privacy@skiplagged.com](mailto:privacy@skiplagged.com)
- [support@skiplagged.com](mailto:support@skiplagged.com)

These are Skiplagged's customer support emails. The vast majority of these emails relate to AA bookings.

The documents are in a Relativity database. Using Relativity's Sampling tool (<https://help.relativity.com/RelativityOne/Content/Relativity/Sampling.htm>), we created a randomized 95/2.5 statistical sample. The sample was 1,464 emails. We categorized these documents as Deception, Consumer Confusion or Other, defined as set forth above.

Analysis of the complaints revealed the following distribution.

- Confusion (n=263)
- Deception (n=204)
- Confusion and Deception (n=47)
- Other (n=951)

The sampled data, when projected to the universe of complaints to the nearest thousand, suggests approximately 12,000 of the complaints reflect deception and/or confusion.

### **3. Consumer posts on social networks illustrating confusion and deception.**

I directed Voluble<sup>2</sup> to identify and collect consumer comments posted online about Skiplagged. To identify consumer comments about Skiplagged, a search for social media posts that contain the term "skiplagged" or "skip lagged" was performed using Brandwatch, an industry-leading database that provides access to social media data. The search was limited to posts on X (formerly, Twitter) and Reddit, as these platforms returned the highest volume of consumer posts that mentioned Skiplagged. I then reviewed the posts returned by the search to identify those that were potentially relevant to my analysis.

### **4. Consumer behavior and advertising theories and findings that support the validity of our empirical findings.**

The purpose of this additional analysis is to test to what extent consumer behavior and advertising theories and findings are consistent with or support the findings of our experiments

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<sup>2</sup> Voluble is a consulting firm experienced in analyzing social media and other online posts to provide insights for litigation. Voluble is division of Global Business Experts Group (GBX), a litigation consulting firm, that has worked with dozens of clients on a variety of matters involving intellectual property and other issues.

and the other independent data.

## **V. FINDINGS**

**A. The results of the consumer experiments are presented in the five sections corresponding to the five key areas of interest addressed by the experiments.**

### **1. Consumers' awareness and usage of Skiplagged (vs. Expedia)**

As can be seen in Exhibit 1 below, as expected most respondents are familiar with Expedia. In contrast only a small % (between 14 and 18%) are familiar with Skiplagged. Yet, among the segment familiar with Skiplagged, the percent who used Skiplagged for regular tickets is similar to the % of Expedia users among those aware of them. But the % of users of Skiplagged Hidden city tickets are much lower.

#### **Exhibit 1**

#### **Consumers' awareness and usage of Skiplagged (and Expedia)** **(Q13a & 13b)**

Based on:	% of Respondents			
	Test	Control	Test	Control
	Skiplagged Ticket (n=146)	Expedia Ticket (n=155)	Skiplagged Hidden City Ticket (n=144)	Expedia Ticket (n=155)
<b>Awareness (Q13a)</b>				
Yes	17.8%	92.9% *	13.9%	96.8% *
No	81.5% *	6.5%	86.1% *	3.2%
DK	0.7%	0.6%	0.0%	0.0%
<b>Based on aware of Skiplagged (Expedia) Usage (Q13b):</b>	<b>Skiplagged Ticket (n=26)</b>	<b>Expedia Ticket (n=144)</b>	<b>Skiplagged Hidden City Ticket (n=20)</b>	<b>Expedia Ticket (n=150)</b>
Yes	73.1%	77.8%	50.0%	80.0% *
No	26.9%	21.5%	45.0% *	20.0%
DK	0.0%	0.7%	5.0% *	0.0%

\* = Significantly higher than other cell at the 90% confidence level; Stat testing was only done within study

Note: Awareness and Usage for Test Cells are related to Skiplagged. Awareness and Usage for Control Cells is related to Expedia.

### **2. Consumers' perceptions of Skiplagged (vs. Expedia)**

Exhibit 2 includes illustrative responses to the open ended question “how would you describe the offering on this (Skiplagged) website to a friend?” For a full listing of these responses, see the full verbatim in Appendix C-6.

**Exhibit 2****Illustrative Consumers' Description of the Skiplagged offering**  
**(Q1a:b) Test Stimuli**

<b>Skiplagged Ticket (n=146)</b>
<b>Illustrative responses</b>
Flight booking american airlines
A good offer that benefits the buyer.
A way to book flights cheaper
I think it's not a bad price it's cheaper than most [else] basically your only going to pay 150 for a few hours longer but at least you'll get there
Scam
There are good prices that you should check it out

**Illustrative Consumers' Description of the Skiplagged Hidden City offering**  
**(Q1a:b) Test Stimuli**

<b>Skiplagged Hidden City Ticket (n=144)</b>
<b>Illustrative responses</b>
Very good website for booking flights
It's a offering for airline tickets
It's a good awful price wise but I thought the airlines did not allow this
The site is clear about baggage requirements and says the airlines don't like this method.
It's a cheaper alternative to most options. No checked bags, but it's worth it.
Receive a discount compared to the actual airline site.

At the end of the questioning re Skiplagged (Expedia), we asked the respondents in Question 14a “reflecting on the Skiplagged (Expedia) offering and everything you know about them how do you feel about buying your next airline ticket from them?” The responses were coded into positive, neutral, or negative sentiment and presented in Exhibit 3. Examination of these results show that less than 12% of the respondents had negative sentiment toward Skiplagged. Yet, this is more than double the negative sentiment toward Expedia. While the positive sentiments toward Skiplagged are significantly below that of Expedia, they are still very high -- 45% among the Non-Hidden City ticket customers and 35% among the Hidden City customers.

**Exhibit 3**  
**Reflections on Skiplagged and Expedia**  
**(Q14a:b)**

<b>Consumer Reactions of Skiplagged (Expedia):</b>	<b>% of Respondents</b>			
	<b>Test</b>	<b>Control</b>	<b>Test</b>	<b>Control</b>
	<b>Skiplagged Ticket (n=146)</b>	<b>Expedia Ticket (n=155)</b>	<b>Skiplagged Hidden City Ticket (n=144)</b>	<b>Expedia Ticket (n=155)</b>
<b>Negative</b> sentiment towards Skiplagged (Expedia)	11.0% *	4.5%	11.8% *	5.8%
<b>Neutral</b> sentiment towards Skiplagged (Expedia)	17.1% *	7.7%	25.7% *	9.0%
<b>Positive</b> sentiment towards Skiplagged (Expedia)	45.2%	71.6% *	35.4%	67.7% *
<b>Don't Know</b>	26.7% *	16.1%	27.1% *	17.4%

\* = Significantly higher than other cell at the 90% confidence level; Stat testing was only done within study

Illustrative verbatim for all the sentiments are presented in Exhibits 3a, b and c. For the full verbatim. See Appendix C-6.

**Exhibit 3a**  
**Reflections on Skiplagged and Expedia: Illustrative Negative Verbatims**  
**(Q14a:b)**

<b>Test Skiplagged Ticket (n=16)</b>	<b>Control Expedia Ticket (n=7)</b>	<b>Test Skiplagged Hidden City Ticket (n=17)</b>	<b>Control Expedia Ticket (n=9)</b>
I am not familiar with this website and would not be comfortable ordering tickets there.	I would rather book directly from website	I would not buy my next ticket from them because of the fees and how cluttered their website looked.	Likely buy directly from airline unless they offer a great deal
I have never heard of this company. It doesn't state whether your ticket is valid through the airlines purchased for.	I wouldn't buy from Expedia again I have had bad experiences when my flight was cancelled	Cautious as I have never heard of them	It is probably better to go direct through the airline
I will not be doing this because I will not end up on the no flight list.	I will be very careful	I would not buy the ticket	I usually find better rates if I just book the flight myself through the airlines
i have never heard of them before - so will be a bit wary	I dont like expedia	Fairly risky and might lose your money at the end	I will likely not unless it is much cheaper
I probably would still go through the airline website	No. I will stick to going to the direct airline I am flying with	I'm just not sure because it's making me seem like I shouldn't trust it	I will continue to use the airline website
Still not sure how reliable it would be	I likely will not use Expedia unless it offers something cheaper than I can find	Another online service trying to make money	I have never used Expedia personally, but I did use another similar site and was very displeased at all the "hidden" charges. So, I probably would not purchase a ticket through Expedia.

**Exhibit 3b**  
**Reflections on Skiplagged and Expedia: Illustrative Neutral Verbatims**  
**(Q14a:b)**

<b>Test Skiplagged Ticket (n=25)</b>	<b>Control Expedia Ticket (n=12)</b>	<b>Test Skiplagged Hidden City Ticket (n=37)</b>	<b>Control Expedia Ticket (n=14)</b>
I could do it but first I have to know more	I don't have any feelings if they offer a better price I'll use them	will look into it	I will definitely look into it. I have my own favorite websites that I use when I'm flying
Given proper reviews, maybe I'd checkmate out if it was legit or not and purchase one	Third party booking site that checks fees	May or may not	I would be on the fence. third parties are a concern to me
Not sure if I would purchase using this website, but I will definitely check them out for my next ticket to purchase	Would research to make I'm not paying more	It's a possibility I would need to do more research to confirm	I'm undecided. We just had to cancel some flights and it's not always clear who you're dealing with
Would have to do more research about validity of this site	not super comfortable, but will buy anyways	I will do more research	I would definitely look into it.
I would need to do some research on them before using them, I research everything before using it.	I may do it. I will compare with other websites.	Very possible, I can't plan to far ahead! Things deals discounts promos come and go!	I would certainly look and see what I can find and would use them.
Confident in saving, cautious about potential restrictions	I may or may not use them.	Since I've never heard of this company I don't know how I feel. But it would be something that I would be happy to look into it and see if it would save me any money.	50/50 depends on price or competitors offers

**Exhibit 3c**  
**Reflections on Skiplagged and Expedia: Illustrative Positive Verbatims**  
**(Q14a:b)**

<b>Test</b> <b>Skiplagged</b> <b>Ticket</b> <b>(n=66)</b>	<b>Control</b> <b>Expedia</b> <b>Ticket</b> <b>(n=111)</b>	<b>Test</b> <b>Skiplagged Hidden City</b> <b>Ticket</b> <b>(n=51)</b>	<b>Control</b> <b>Expedia</b> <b>Ticket</b> <b>(n=105)</b>
I will look into them for next time	Confidence that they will get me a good deal better then I could on my own from the airline.	Confident it will save me money	I will definitely buy tickets from them because they offer huge discounts
I feel as if buying an airline ticket from this platform would be a good deal.	I feel good about buying from them because I trust their service.	Most of the time, I do book with Skiplagged. it offers competitive prices	I'm excited to check them out because I would like to save money on my next flight
I will be very happy to book a travel trip with them because their service is affordable and customers centric	I feel like I would consider Expedia as a way to save money	Would be a site I would surely check out	I may consider it if it is a large enough discount.
It would be easy and cheaper	Very professional and timely responsive	I would probably buy my next ticket from them	I would buy a ticket from Expedia if it was the price I was looking for.
Might be a good idea. Price seemed reasonable.	I think this is a very efficient and convenient way to book travel and accommodations	I would use this site again.	I feel positive. I have found them to be a good source for travel.
Reflecting on the offering and what I saw in the images, I will definitely visit the skip lagged website to purchase an airline ticket	I think Expedia is doing a good job and there is lots of choice.	Safe and secure	Comparing prices through different companies and options

The results of the analysis of the open ended responses regarding getting cheaper flights (for the Non-Hidden City tickets) or not recognizing the risks of the hidden city flights for those exposed to these stimuli, are listed in Exhibit 3d. This analysis was done both for the responses to the first open ended question (Q1) as well as across all open ended questions.

**Exhibit 3d****Open-ended description of offering (to a friend) – (Open Ended Coded) – Deception  
Q1a/b AND all OE Questions**

Based on	% of Confused Consumers			
	Test	Control	Test	Control
	Skiplagged Ticket (n=146)	Expedia Ticket (n=155)	Skiplagged Hidden City Ticket (n=144)	Expedia Ticket (n=155)
<b>Q1a/b</b>				
There is deception	4.8%	NA	89.6%	NA
There is not deception	95.2%	NA	0.7%	NA
Ambiguous	0%	NA	9.7%	NA
<b>All OE Questions</b>				
There is deception	29.5%	NA	63.2%	NA
There is not deception	69.2%	NA	27.8%	NA
Ambiguous	1.4%	NA	9.0%	NA

**There is deception:**

- For Non-Hidden City ONLY: Skiplagged (Expedia) is cheaper than American Airlines
- For Hidden City: Consumer doesn't understand that there are meaningful risks associated with the ticket (financial penalties, not being able to fly on airline, etc.)

**There is not deception:**

- **For Hidden City:** Consumers understand at least one meaningful risk (beyond needing to pack a carry on) AND think the risks are worth it

**Ambiguous**

- If unclear based on responses
- **For Hidden City:** If only mention less meaningful risks (can't check a bag)

**3. Consumers' beliefs re Skiplagged's (Expedia) association with AA**

One of the most striking findings of our study is that 41% of respondents exposed to the Skiplagged stimuli associated Skiplagged with AA, which is about the same % as those who associated Expedia (i.e., AA's legitimate/authorized agent) with AA. Even among those exposed to the Hidden City offering, 30% associated Skiplagged with AA. The detailed results based on questions 1, 2, 4, 5 and 6 are presented in Exhibit 4.

**Exhibit 4**  
**Consumer Confusion as to the relationship between Skiplagged (or Expedia) and AA**  
**(Q 1-6)**

Based on	% of Confused Consumers			
	Test	Control	Test	Control
	Skiplagged Ticket (n=146)	Expedia Ticket (n=155)	Skiplagged Hidden City Ticket (n=144)	Expedia Ticket (n=155)
<b>All OE Questions</b> Associated or connected with airline based on open-ended responses for all questions	2.7%	3.2%	4.9%	5.8%
<b>Q1</b> Associated or connected with airline based on open-ended description of offering	1.4%	0.6%	0.7%	1.9%
<b>Q2-3</b> Associated or connected with airline				
<b>Q2</b>				
Yes	33.6%	31.6%	25.7%	33.5%
No	21.9%	21.9%	29.2%	21.3%
Don't Know	44.5%	46.5%	45.1%	45.2%
<b>Q4-6</b> Require permission or authorization from an airline				
<b>Q4</b>				
Yes	24.0%	28.4%	13.9%	22.6%
No	34.2%	33.5%	42.4%	36.1%
Don't Know	41.8%	38.1%	43.8%	41.3%
<b>NET (Yes for Q2 or Q4)</b>				
<b>Yes</b>	<b>41.1%</b>	<b>42.6%</b>	<b>29.9%</b>	<b>42.6%*</b>

\* = Significantly higher than other cell at the 90% confidence level; Stat testing was only done within study

To get a better understanding of the respondent's perceptions of the relationship between Skiplagged and AA, we asked them two additional questions: (Q7a) whether "Skiplagged (Expedia) is the authorized agent of the airline" or not. The responses to this question and a follow up question regarding the reasons for their belief are presented in Exhibit 5. Examination of these results shows that over 40% of the respondents exposed to the two Skiplagged stimuli believed Skiplagged is an authorized agent of the airline. And an additional 14-17% believed there is some other relationship between the two. Many of the reasons for this are not surprising, which included the facts that you can buy the ticket for the airline and the way the information is presented.

**Exhibit 5**  
**The perceived relationship between Skiplagged (or Expedia) and AA**  
**(Q 7a)**

% of Respondents				
Based on	Test	Control	Test	Control
	Skiplagged Ticket (n=146)	Expedia Ticket (n=155)	Skiplagged Hidden City Ticket (n=144)	Expedia Ticket (n=155)
<b>Q7a Skiplagged (Expedia) is an Authorized agent of the airline</b>	<b>43.2%</b>	<b>56.1%*</b>	<b>42.4%</b>	<b>63.9%*</b>
Skiplagged (Expedia) is NOT an authorized agent of the airline	13.0%	14.2%	22.2%	9.0%
There is some other relationship between Skiplagged (Expedia) and the airline	17.1%	15.5%	13.9%	13.5%
Don't Know	26.7%	14.2%	21.5%	13.5%
<b>Q7b Illustrative Reasons for believing that Skiplagged (Expedia) is an authorized agent of the airline</b>				
	Because they have to be to be dealing with the airline	Because they wouldn't be able to broker me a flight then	Generally many airlines require this for the services to be sold by a third party	That's the only way Expedia will be allowed to sell airline tickets from that company
	Because I can buy a ticket	It connects with the airline so that they know that you booked a ticket to their airline.	From the name and information	It shows real time travel rates
	They obviously selling tickets for them	The airline offers a certain amount of tickets to the company at a reduced rate for the company to sell	Because you buy tickets from them	The airline is allowing Expedia to sell tickets for THEIR services provided.
	They are helping to sell flight tickets through their platform.	Because I always booked at 39xpedia agency to book any airlines	They must be authorized to sell plane tickets	I would have to believe that they would be otherwise how could they sell the ticket
	They're selling airline tickets	They connect the passenger to the actual flight and receive payments	Because their selling the airlines tickets and flights.	It has been around for a long time so it would make sense that it would be
	By how the information was listed	You can get on the airline through Expedia but have to contact Expedia if you have any problems.	Because your able to buy a airline ticket associated with the airline	There are many flights available through the Expedia website.

\* = Significantly higher than other cell at the 90% confidence level; Stat testing was only done within study

The second question regarding the relationship between Skiplagged and the airline was Q 11: whether “Skiplagged (Expedia) is an authorized travel agency with access to fares I could not access via the airline.”

The responses to this question are presented in Exhibit 6. An extremely high percent of respondents --close to 40%-- exposed to the two Skiplagged stimuli said YES. Many of the reasons for this perception is the way the material is presented.

**Exhibit 6****Consumers' belief re Skiplagged (or Expedia) as an authorized agent with special access to fares that could not be accessed via the airline****(Q11a)**

Based on	% of Respondents			
	Test Skiplagged Ticket (n=146)	Control Expedia Ticket (n=155)	Test Skiplagged Hidden City Ticket (n=144)	Control Expedia Ticket (n=155)
<b>Q11a Skiplagged (Expedia) is an authorized travel agency with access to fares I could not access via the airline</b>	38.4%	52.9%*	38.9%	53.5%*
<b>Q11a Skiplagged (Expedia) is NOT an authorized travel agency and does NOT have access to fares I could access via the airline</b>	9.6%	7.7%	7.6%	7.7%
<b>DK if authorized agent</b>	23.3%	19.4%	32.6%	16.1%
<b>DK if they have or do not have access to tickets, I could not access via the airline</b>	28.8%	20.0%	20.8%	22.6%
<b>Q11b Illustrative Reasons for believing Skiplagged (Expedia) is an authorized travel agency with access to fares I could not access via the airline</b>				
	Because I could buy the ticket	It helps me book the ticket, luggage, and it gives me an option to pay more for luggage protection.	Can only book those fares though them	They sell fares for airlines so that should mean they have access to flights
	Because their service is unique to them	You can book any airlines through Expedia	Listed on a major airline website	Some deals are only listed on their site
	Because I believe they are cheaper	Airlines set aside a number of available seats to authorized travel agencies.	It seems like they offered exclusive discounts	This is the business they are in. They have certain parameters that make them more attractive.
	Those tickets were too cheap for it to be anything else.	This is what Expedia does	States it in the pictures	I know they compare prices for the best deal
	It seems they have very reasonable prices that I have not seen through the airlines directly	Expedia works to fulfill vacancies	I could not access via the airline	They are a travel company to book the entire trip from flights, hotels and car rentals
	The only way I see them being able to get that low prices		If they weren't authorized, they would be shut down.	

\* = Significantly higher than other cell at the 90% confidence level; Stat testing was only done within study

Given that we had a number of questions probing the respondent's perceived association between Skiplagged and the airlines, exhibit 6a includes a summary of these responses identifying the NET percent of respondents who believed that such association exists. The results show that an overwhelming number of respondents (73% - 76%) believe Skiplagged is affiliated with AA. This is only slightly below the belief as to Expedia (AA's actual authorized agent).

**Exhibit 6a**

**Overall and NET perceived association between Skiplagged and the Airlines**  
**(All associated questions)**

Based on	% of Confused Consumers			
	Test	Control	Test	Control
	Skiplagged Ticket (n=146)	Expedia Ticket (n=155)	Skiplagged Hidden City Ticket (n=144)	Expedia Ticket (n=155)
<b>All OE Questions</b> Associated or connected with airline based on open-ended responses for all questions	2.7%	3.2%	4.9%	5.8%
<b>Q1-Q6 NET</b> Associated or connected with airline based on open-ended description of offering	41.1%	42.6%	29.9%	42.6% *
<b>Q7a</b> Skiplagged (Expedia) is an Authorized agent of the airline	43.2%	56.1% *	42.4%	63.9% *
<b>Q11a</b> Skiplagged (Expedia) is an authorized travel agency with access to fares I could not access via the airline	38.4%	52.9% *	38.9%	53.5% *
<b>NET (said yes to at least one question)</b>	<b>76%</b>	<b>81.3%</b>	<b>72.9%</b>	<b>86.5%</b>

**4. Consumers' belief re Skiplagged's deceptive messages and offers (vs. Expedia)**

AA's Complaint in this case alleges that Skiplagged deceives consumers to believe that Skiplagged's regular tickets are cheaper than purchasing tickets directly from the airline, and that Skiplagged does not fully disclose to consumers the actual risks/consequences of purchasing a hidden city ticket from Skiplagged. To test these allegations, we asked the respondents who were

exposed to the Skiplagged offerings a few questions.

The first of these questions asked if “buying tickets through Skiplagged (Expedia) is cheaper than buying directly from the Airline” or not (Q8).

Not surprisingly, 62% of the respondents exposed to the first stimulus (the non-hidden city tickets) and 70% of those exposed to the second stimulus (the hidden city tickets) said YES. This is very similar to the % who said yes to this question with respect to Expedia.

**Exhibit 7****Consumers' belief Re the cost of buying tickets through Skiplagged (or Expedia) vs. buying directly from the Airline (Q8a:b)**

Based on	% of Respondents			
	Test	Control	Test	Control
	Skiplagged Ticket (n=146)	Expedia Ticket (n=155)	Skiplagged Hidden City Ticket (n=144)	Expedia Ticket (n=155)
<b>Q8a Buying tickets through Skiplagged (Expedia) is cheaper than buying directly from the airline</b>	<b>61.6%</b>	<b>74.2%*</b>	<b>70.1%</b>	<b>65.2%</b>
Buying tickets through Skiplagged (Expedia) is NOT cheaper than buying directly from the airline	7.5%	9.0%	8.3%	15.5%
Don't Know	30.8%	16.8%	21.5%	19.4%
<b>Q8b Illustrative Reasons for believing that buying tickets through Skiplagged (Expedia) is cheaper than buying directly from the airline</b>				
	Cheaper fees	Because I have used them before and if it was cheaper to book through the airline nobody would ever use Expedia.	Price decreased	Often times these third party sites offer huge discounts
	The tickets were discounted I believe	I guess they offer the list price available	Slight discount	They find the cheapest flights across all airlines
	Because they had a great price	I get to get points for every booking that I do so next time I book I get a discount.	This is indicated on the site	You can compare prices ahead of time on the website.
	I get a better deal.	It has more promotions	The price just seems low	From past experience.
	The price is very affordable and customers centric	I travel frequently and the prices shown are cheaper	They showed a discount	You can use discounts and codes for deals and promotion
	It offers discounts	It comes with rewards that could be use forthwith	Always cheaper thru a travel agent	In my experience, you get better deals by booking that way

\* = Significantly higher than other cell at the 90% confidence level; Stat testing was only done within study

A related question was whether “Skiplagged (Expedia), charges an additional fee on top of the airline total cost” (Q9).

Exhibit 8 presents the results, which show that one out of three respondents exposed to the non-hidden city stimuli said YES and one of 4 of the respondents exposed to the hidden city stimulus said YES. And both % are very similar to those of Expedia.

**Exhibit 8a**  
**Consumers' belief Re the fees charged by Skiplagged (or Expedia)**  
**(Q9)**

Based on	% of Respondents			
	Test	Control	Test	Control
	Skiplagged Ticket (n=146)	Expedia Ticket (n=155)	Skiplagged Hidden City Ticket (n=144)	Expedia Ticket (n=155)
<b>Q9a</b> Skiplagged (Expedia) charges an additional fee on top of the airline total ticket cost.	35.6%	34.2%	26.4%	24.5%
<b>Q9a</b> Skiplagged (Expedia) does NOT charge an additional fee on top of the airline total ticket cost.	<b>34.9%</b>	<b>39.4%</b>	<b>34.0%</b>	<b>44.5%*</b>
Don't Know	29.5%	26.5%	39.6%	31.0%
<b>Q9b Illustrative Reason for believing that Skiplagged (Expedia) does NOT charge a fee for its services</b>				
	No additional charges was stated on their website	It rather comes with discounts and rewards	Much cheaper	Did not see an extra fee listed
	It doesn't charge	They collect a fee from the airlines	They make there money from airline	From my experience, they simply do not do this.
	I get a better value for my money when buying through this platform.	It said so	No additional cost if direct to the airline website	From past experience.
	They don't accept extra fee	I didn't see additional fee on the website	I used it before and there was no additional fee	They get a percentage of tickets sold from the airline
	The website doesn't charge extra it just charges your regular feats and how much ticket cost	I didn't see any extra fees	It was stated	No fees are listed
	It doesn't say they do	It only charged taxes on top of the ticket price so there is no additional fees.	It's what I saw within the ad itself.	Additional fees are charged by the aitline

\* = Significantly higher than other cell at the 90% confidence level; Stat testing was only done within study

The perception of the reasonableness of the fees are presented in Exhibit 8b and show very little difference between the perception of Skiplagged and Expedia.

**Exhibit 8b****Consumers' belief Re the fees charged by Skiplagged (or Expedia) are reasonable.****(Q10)**

Based on	% of Respondents			
	Test	Control	Test	Control
	Skiplagged Ticket (n=146)	Expedia Ticket (n=155)	Skiplagged Hidden City Ticket (n=144)	Expedia Ticket (n=155)
<b>Q10a Believe the fee Skiplagged (Expedia) charges for its services is reasonable</b>	<b>52.1%</b>	<b>51.0%</b>	<b>41.7%</b>	<b>49.0%</b>
<b>Q10a Believe the fee Skiplagged (Expedia) charges for its services is NOT reasonable</b>	8.2%	11.0%	17.4%	6.5%
<b>N/A (I do not think Skiplagged (Expedia) charges an additional fee on top of the airline's total cost)</b>	17.1%	19.4%	16.7%	29.0%
<b>Don't Know</b>	22.6%	18.7%	24.3%	15.5%
<b>Q10b Illustrative Reasons for believing the fee Skiplagged (Expedia) charges for its services is reasonable</b>				
	It seems fair	I feel the fee is reasonable because it would help their business out and it'll improve their services.	45.00 is a o.k. fee	There is not an uplift in the price.
	They are a middle plane of plane tickets	They just charged taxes	Other sites charge at least this fee or more.	Because it is still less than retail.
	They have to make money somehow	Not too much	they have to make some money	I don't mind paying additional if it's really worth it.
	So I can get a better deal overall.	The earliest bookings normally save customers money	They prices seemed reasonable given today's costs	Affordable prices.
	There's a detailed information about the booking process for travelers	It's a third party and there is a fee	reasonable price good for everyone	They usually have all the information you need about a trip so they offering something that is valuable
	The \$10 feed at this website charges is quite reasonable	It is a decent fee And and not too expensive	The price that's offered	I've booked with Expedia before and I think the rates are the same or very close with er way.

The following exhibits present the respondents' perceived legitimacy and risk of the Skiplagged offerings.

Exhibit 9a presents the results to the question of whether “a ticket bought through Skiplagged (Expedia) is a valid ticket.” Over 70% of the respondents to Skiplagged stimuli said YES. Very close to the around 90% who said so for Expedia. The exhibit also includes some illustrative quotes; for more detailed verbatim, see Appendix C-6.

**Exhibit 9a**  
**Consumers’ beliefs Re the legitimacy and risks Skiplagged Hidden City offerings**  
**(Q12)**

Based on	% of Respondents			
	Test	Control	Test	Control
	Skiplagged Ticket (n=146)	Expedia Ticket (n=155)	Skiplagged Hidden City Ticket (n=144)	Expedia Ticket (n=155)
<b>Q12a A ticket bought through Skiplagged (Expedia) is a valid ticket</b>	<b>74.0%</b>	<b>87.7%*</b>	<b>70.1%</b>	<b>90.3%*</b>
<b>Q12a A ticket bought through Skiplagged (Expedia) is NOT a valid ticket</b>	4.1%	4.5%	5.6%	1.3%
Don’t Know	21.9%	7.7%	24.3%	8.4%
<b>12b Illustrative Reasons for believing A ticket bought through Skiplagged (Expedia) is a valid ticket</b>				
	Because they would not sell fake tickets	It’s a valid ticket because it’s connected to the airline.	I real website	I’ve flown with them
	They’re authorized	Because no one would use it otherwise	why would they be able to sell invalid tickets?	Expedia is a great company
	Because it said so	Because they are recognized and authorized	They are offering tickets to flights	It’s from the airline Expedia is a third party company.
	Why else would they be in business	Once the ticket is sold and paid for the airline has to honor the ticket.	It seems like a valid ticket	people have used it for travel
	It has to be	I have used Expedia before	I’m just assuming that I legit website.	I’ve bought tickets from them
	I think it’s a trustworthy platform.	It’s a trustworthy booking site	Authorized travel agent, I think.	It has to be valid.

\* = Significantly higher than other cell at the 90% confidence level; Stat testing was only done within study

Exhibit 9b presents the results to the question of whether “the option offered by Skiplagged (Expedia) carries no risk.” Over a third of all respondents to both Skiplagged stimuli said YES.

This is significantly lower than the perceived risk of Expedia, but still a very high percentage, and especially with respect to the numerous risks of the hidden city offering.

**Exhibit 9b**  
**Consumers' beliefs Re the Risks of Skiplagged**  
**(Q12)**

Based on	% of Respondents			
	Test	Control	Test	Control
	Skiplagged Ticket (n=146)	Expedia Ticket (n=155)	Skiplagged Hidden City Ticket (n=144)	Expedia Ticket (n=155)
<b>12c The option offered by Skiplagged (Expedia) carries no risk</b>	<b>37.0%</b>	<b>59.4%*</b>	<b>36.1%</b>	<b>55.5%*</b>
12c The option offered by Skiplagged (Expedia) carries risk	14.4%	14.8%	28.5%	18.1%
Don't Know	48.6%	25.8%	35.4%	26.5%
<b>12d Illustrative Reasons for believing the option offered by Skiplagged (Expedia) carries no risk</b>				
	there is no risk	It doesn't carry risks if you pay more to keep your information secured and luggage safe.	It's a guaranteed fare	I have never had an issue with my ticket purchase or my flights
	Did not see any risk factors	As long as you book a ticket with a refundable one it's o k	why would they sell invalid tickets	They are a well known company
	It's a trustworthy platform.	It's a trustworthy brand	There is no risk	It is as good as a ticket purchased directly from the carrier.
	None was provided on their website	I don't see how there would be a risk involved.	One price one flight ticket	It is licensed.
	I believe the offerings that this website has carries little to no risk as with the other sites that offer the same service	If it is authorized I don't think it is a problem	It's a guaranteed money back. It's a failsafe service.	I do not know of any risk involved
	They must do what they said of not I fraud	I've done it before	Everything is clearly explained	They are guaranteed

\* = Significantly higher than other cell at the 90% confidence level; Stat testing was only done within study

The next two exhibits focus on the perceived risks of buying Skiplagged (Expedia) tickets.

Exhibit 10a categorized the open ended responses to the question “what are the risks associated with this ticket” and a follow up probe. (Q12e: f). The risks were categorized into three

categories: meaningful risks, unmeaningful risks, and no risk. The definition and examples are listed underneath the below exhibit. Examination of the results show that the vast majority of the respondents perceived no risk, and only 4% of the respondents who saw the Skiplagged first stimulus and 17% of those who saw the second stimulus perceived a meaningful risk.

**Exhibit 10a**  
**Consumers' perceptions of the risks involved in buying Skiplagged (or Expedia) tickets**

Consumers perceived risks (Q12e-f):	% of Respondents			
	Test Skiplagged Ticket (n=146)	Control Expedia Ticket (n=155)	Test Skiplagged Hidden City Ticket (n=144)	Control Expedia Ticket (n=155)
Meaningful Risks	4.1%	11%	16.7%	11.0%
Unmeaningful Risks	8.9%	7.7%	12.5%	7.1%
<b>No Risk</b>	<b>89.0%</b>	<b>87.1%</b>	<b>74.3%</b>	<b>85.2%*</b>

\* = Significantly higher than other cell at the 90% confidence level; Stat testing was only done within study

**Meaningful Risks:**

**Includes the following risks:**

- Financial penalties
- Can't fly on airline/Can get banned/Makes airline angry
- Cancellation problems/schedule changes
- Ticket isn't valid/ticket may not be honored
- Refund issues
- Fraud/scam issues
- Changes in plans
- Delays
- 'Third party' risk
- Weather risk
- No seats/plane is full
- Other Meaningful risks

**Examples:**

- Maybe the airline will be angry and kick you off the plane
- Unknown extra fees at the airline, change fees, chance they are a scam website, cancellation fees.
- Not being validated or if it is canceled

**Unmeaningful Risks:**

**Includes the following:**

- Can't check a bag
- Unidentified Risks

**Examples:**

- Everything has risk
- Lost items
- Every ticket purchase carries risk. You can buy all the insurance in the world, have all the assurances in the world, and all the guarantees in the world, but stuff still happens.

Exhibit 10b presents the number of meaningful risks identified by the respondents.

Examination of the results show that, despite the numerous risks associated with the Hidden City tickets, the vast majority of the respondents do not perceive any meaningful risks, 11% perceive only one meaningful risk, and hardly anyone mentioned 2 or more meaningful risks.

**Exhibit 10b**

**Number of meaningful risks identified by each respondent.**

Consumers perceived risks (Q12e-f):	% of Respondents			
	Test Skiplagged Ticket (n=146)	Control Expedia Ticket (n=155)	Test Skiplagged Hidden City Ticket (n=144)	Control Expedia Ticket (n=155)
Mean	0.08	0.14	0.23	0.17
Median	0	0	0	0
0 (No Meaningful Risk Mentioned)	95.9%*	89.0%	83.3%	89%
1	1.4%	8.4%*	11.1%*	5.8%
2	2.1%	2.6%	4.9%	3.9%
3	0.7%	0%	0.7%	1.3%
4+	0%	0%	0%	0%

\* = Significantly higher than other cell at the 90% confidence level; Stat testing was only done within study

**5. Consumers' reactions to knowing the facts about the AA offer and the actual risks of the Hidden city offer.**

The last part of the questionnaire focused on the respondent's reaction to knowing the truth about how Skiplagged's offering compared to the same offering on AA.com, and, for the respondents who saw the Skiplagged hidden city stimulus, the risks associated with this offer.

Exhibit 11a presents the results of the open-ended responses to the question "Comparing the results you got from Skiplagged (Expedia) and from American Airlines websites, how do you feel about the Skiplagged (Expedia) offering?" (Q15a: b). Surprisingly, only 20% of the Skiplagged respondents who saw the first stimulus and 25% of those who saw the second stimulus had negative sentiment toward Skiplagged. And a very large segment still had positive sentiment toward Skiplagged – 50% among those who saw the first stimulus and 43% among those who saw the second stimulus.

The following three Exhibits – 11b, c and d, presents illustrative quotes for the negative, neutral, and positive reactions.

**Exhibit 11a**

**Given additional information about American Airlines,  
how do consumers feel about the Skiplagged (or Expedia) offer (Q15a:b)**

Consumer Feelings about the Skiplagged (Expedia) offer (Q15a +b):	% of Respondents			
	Test	Control	Test	Control
	Skiplagged Ticket (n=146)	Expedia Ticket (n=155)	Skiplagged Hidden City Ticket (n=144)	Expedia Ticket (n=155)
<b>Negative Sentiment about Skiplagged (Expedia)</b>	<b>19.2%*</b>	<b>5.8%</b>	<b>25%*</b>	<b>5.8%</b>
<b>Neutral Sentiment about Skiplagged (Expedia)</b>	11.6%	25.8%	12.5%	23.9%
<b>Positive Sentiment about Skiplagged (Expedia)</b>	50%	47.7%	43.1%	52.3%
<b>Don't Know</b>	18.5%	20%	19.4%	18.1%

\* = Significantly higher than other cell at the 90% confidence level; Stat testing was only done within study

**Exhibit 11b**  
**Reflections on Skiplagged and Expedia: Illustrative Negative Verbatims**  
**(Q15a:b)**

<b>Test Skiplagged Ticket (n=28)</b>	<b>Control Expedia Ticket (n=9)</b>	<b>Test Skiplagged Hidden City Ticket (n=36)</b>	<b>Control Expedia Ticket (n=9)</b>
I feel like they're ripping people off	Is that the total price or is n the next screen adds fees? If it is the same price why not go through the airline instead?	not sure worth it since I normally have luggage to check and want my frequent flyer miles	Not a big enough discount.
They are charging more than booking directly with the airline.	I feel it might be a scam because they're the same	I think it's risky	Since it is the same, I would book directly through the airline
I prefer to order tickets from a site I am familiar with.	it was more expensive and less secure than just buying from the airline	It seems like there are risks	It cost too much
There isn't a huge difference that I would deem it creditable to use this site. Play it safe and buy from the airlines directly.	American Airlines just looks more setup then Expedia does	sounds like they are using exploitive practices.	I would just use the American airlines website
It is \$10 more because of service charge so why book it	Not great. it's the exact same, so there's no incentive to chose them over the aurline	American airlines website is more accurate than skiplagged	American Airlines is cheaper by about \$35
It is expensive and has several charges	The Expedia offering did not charge significantly more at all.	Wow. I wasn't aware of the airline restrictions. Maybe that's not the best way to buy a ticket.	Is more expensiv

**Exhibit 11c**  
**Reflections on Skiplagged and Expedia: Illustrative Neutral Verbatims**  
**(Q14a:b)**

<b>Test</b> <b>Skiplagged</b> <b>Ticket</b> <b>(n=17)</b>	<b>Control</b> <b>Expedia</b> <b>Ticket</b> <b>(n=13)</b>	<b>Test</b> <b>Skiplagged Hidden City</b> <b>Ticket</b> <b>(n=18)</b>	<b>Control</b> <b>Expedia</b> <b>Ticket</b> <b>(n=35)</b>
Same offering as the airline	The same flight same price	Cheaper but not clearer	They are the same prices
It is reasonable, but I would then book directly through the airline	Not bad. The difference is in incentives	It really just depends on the situation	It's essentially the same
Same as other booking sites	The offers are the same	I feel like it is cheaper, but it violates the airline policy so there is a risk.	It looked similar, so not sure why I would use it
I'd feel comfortable buying a ticket from this agency it looks professional and just like other websites	About the same	I feel like it's almost identical	The same flights
It looks like any other travel website I've used before.	It looks almost exactly the same, I would feel like Expedia is just offering the same thing I see with American	I think they offer more but I'm just not sure if I still trust it	It's literally the same exact thing
Is a great offer if not the same	It is basically the same price	I'm not sure now if it's okay or not	I think it was pretty much the same

**Exhibit 11d**  
**Reflections on Skiplagged and Expedia: Illustrative Positive Verbatims**  
**(Q14a:b)**

<b>Test</b> <b>Skiplagged</b> <b>Ticket</b> <b>(n=73)</b>	<b>Control</b> <b>Expedia</b> <b>Ticket</b> <b>(n=74)</b>	<b>Test</b> <b>Skiplagged Hidden City</b> <b>Ticket</b> <b>(n=62)</b>	<b>Control</b> <b>Expedia</b> <b>Ticket</b> <b>(n=81)</b>
I think it is a good value	Expedia gets you good deals.	Much better fee	I think the Expedia offering saves me and more of their customers money than the other offering
Seems like a decent deal	I feel Expedia offers better options than just the airline itself.	The Skiplagged is better	It sounds very reasonable
It is way more cheape	It seems like a better deal	Love it, seems to be a smart way to hack the system	It is favorable and credible.
I feel as if I am getting a better value for my money.	It's cheaper and affordable	They offer more protection plans as to your flight.	Feel as though the price is great and better.
It's cheaper	This is a good offering	It's a more affordable option	Expedia is less and easier to navigate.
I will be very happy to book a travel trip with them because their service is affordable and customers centric	They are offering a very good price for the flight with options.	It feels like they are less intimidating and more open and reliable	Good, price is about the same

Exhibit 12 asks the respondents about their intentions to buy their next ticket from

Skiplagged (Expedia). And this is after being exposed to the facts about the AA offer, and, for respondents who saw the Hidden City offering, after finding out about the risks of the offer.

Surprisingly, almost half of the respondents still definitely or probably would buy the tickets from Skiplagged.

**Exhibit 12**  
**Consumers' intention to buy their next airline ticket from Skiplagged (or Expedia)**  
**(Q16a)**

Consumer Reaction:	% of Respondents			
	Test	Control	Test	Control
	Skiplagged Ticket (n=146)	Expedia Ticket (n=155)	Skiplagged Hidden City Ticket (n=144)	Expedia Ticket (n=155)
<b>Bottom Two (Definitely would not/Probably would not)</b>	<b>19.9%*</b>	<b>7.7%</b>	<b>19.4%*</b>	<b>2.6%</b>
<b>Top Two (Probably would/Definitely would)</b>	<b>53.4%</b>	<b>77.4%*</b>	<b>47.2%</b>	<b>73.5%*</b>
<b>1. Definitely would not</b> consider buying my next airline ticket from Skiplagged (Expedia)	8.9%	3.2%	6.9%	0.6%
<b>2. Probably would not</b> consider buying my next airline ticket from Skiplagged (Expedia)	11.0%	4.5%	12.5%	1.9%
<b>3. May or may not</b> consider buying my next airline ticket from Skiplagged (Expedia)	21.9%	14.8%	29.2%	21.9%
<b>4. Probably would</b> consider buying my next airline ticket from Skiplagged (Expedia)	26.7%	25.2%	19.4%	34.2%
<b>5. Definitely would</b> consider buying my next airline ticket from Skiplagged (Expedia)	26.7%	52.3%	27.8%	39.4%
<b>Don't Know</b>	4.8%	0.0%	4.2%	1.9%

\* = Significantly higher than other cell at the 90% confidence level; Stat testing was only done within study

Exhibit 13 presents illustrative reasons for the various intentions to buy responses. For a more complete review of the reasons given by the respondents, see the full verbatim in Appendix C6.

**Exhibit 13****Illustrative Reasons for consumers' intention to buy their next ticket from Skiplagged (or Expedia)**  
**(Q16a+c)**

<b>Intend to buy (4+5)</b>	
<b>Skiplagged Ticket (n=78)</b>	<b>Skiplagged Hidden City Ticket (n=54)</b>
I'll get a better value for my money.	It is a cheaper way to fly.
Seemed professional and prices are relatively good.	Seems like they offer good deals and offers
I would consider it because it seems like a reliable option.	It seems interesting and I learned something new about traveling. Almost like a hack of sorts
Based on what I saw no reason to doubt it	They offer really good deal. This is something that would fit in a line with my schedule on some good places that I need to go. I don't mind having to layover if it'll save me almost \$200.

<b>Intent not to buy (1+2)</b>	
<b>Skiplagged Ticket (n=29)</b>	<b>Skiplagged Hidden City Ticket (n=28)</b>
There isn't a huge difference in price that I would risk this not being a valid offer.	Its too risky
If it has same ticket but more because of service charges I see no reason to use it	You could lose your right to fly
There are too many risks involved.	Cause I want to make sure the ticket is real
Because it was hard to get a refund.	They don't comply with AA rules.

<b>May or may not intend to buy (3)</b>	
<b>Skiplagged Ticket (n=32)</b>	<b>Skiplagged Hidden City Ticket (n=42)</b>
Depending if the offer is cheaper than airlines	Not sure if worth the risks now that I understand the offer better
Because it gave the same results as the airline gave me but without protection	Don't know if i want the trouble
It is new to me, so I want to research and see how users feel about it.	I'm not sure I would want to take the risk
Depending if my deal is better on skiplagged I'd chose that instead	Because I'm still interested but need more research

Don't Know	
Skiplagged Ticket (n=7)	Skiplagged Hidden City Ticket (n=6)
I need more information about them and to read their reviews.	It really depends on the total price
I'll have to read more reviews	

**B. Other Data supporting the Experimental Findings**

In this section, we will briefly review 4 sets of data, which individually and collectively support the findings of our experiments.

**1. Illustrative actual confusion and perceived deception in consumer complaints to AA**

The following two exhibits present illustrative cases of actual confusion as evident from an analysis of consumer complaints to AA.

Exhibit 14 presents illustrative complaints to AA evidencing confusion as to association between Skiplagged and AA.

Exhibit 15 presents illustrative complaints to AA evidencing Skiplagged deceptive practices.

















### **3. Illustrative actual confusion and perceived deception in consumer posts on social media**

Since actual complaints are often believed to be the “tip of the iceberg” given that most consumers are reluctant to complain, we also engaged in the analysis of consumer conversations on social networks. The results of this analysis are included in Exhibit 18.

The exhibit is divided into the following parts:

- Believing that Skiplagged is an agent of AA or another airline.
- Luggage sent to the wrong destination.
- Dishonored tickets/had to pay extra.
- The cost was higher than expected.
- Passport issues
- General dissatisfaction

Exhibit 18 includes illustrations posted on social media.

**Exhibit 18**  
**Consumer Comments on Skiplagged**

**Believing Skiplagged is an Agent of AA or Another Airline**

1. “Wow accidentally booked my flight thru Skiplagged instead of American and now I can’t check my bag

*Author: @laurenash\_213*

*Date: 2018-04-14*

*URL: [http://twitter.com/laurenash\\_213/statuses/984976293966917633](http://twitter.com/laurenash_213/statuses/984976293966917633)*

*American Airlines Reference: N*

6. “@KhadiDon download the skiplagged app, all flights are cheaper an yes it's legit”

*Source: Twitter*

*Author: @Niall\_JayDub*

*Date: 2015-10-14*

*URL: [http://twitter.com/Niall\\_JayDub/statuses/654162040479686656](http://twitter.com/Niall_JayDub/statuses/654162040479686656)*

*American Airlines Reference: N*

## **Luggage Sent to the Wrong Destination**

1. “@SteveSasman @AmericanAir @Skiplagged Lol. You had to bring me back to PHX because AA shipped my bag to and from Vegas, which was within their rights but still sucked.”

*Source: Twitter*

*Author: @ChrisStrub*

*Date: 2020-09-01*

*URL: <http://twitter.com/ChrisStrub/statuses/1300919283086696456>*

*American Airlines Reference: Y*

2. “@Skiplagged You all give good deals but keeping up w/ luggage is not good on skiplagged behalf! Traveling partial flights & bags going to the final destination is terrible”

*Source: Twitter*

*Author: @jerlbrown*

*Date: 2024-01-29*

*URL: <http://twitter.com/jerlbrown/statuses/1752017421186089335>*

*American Airlines Reference: N*

3. “@xtatiana\_ @Yaardiegurl @Pharaoh\_Wilder @KateDaughtry @darnyb @EagleEye1906 Skiplagged will have your luggage going to Timbuktu but oh well you got the tkt for cheap

*Author: @YeaImTORI*

*Date: 2020-11-02*

*URL: <http://twitter.com/YeaImTORI/statuses/1323245232444551168>*

*American Airlines Reference: N*

6. “Throwaway for obvious reasons. I fcked up and trusted someone to book our tickets. They used skiplagged and now 3 of us has luggages that needed to be checked in. I trusted this "friend" because they said they knew of a way to get cheaper tickets and kept us in the dark about its details. We missed the flight and now our luggage is being shipped to another damn state thats not our supposed destination. I am annoyed and is currently frantically looking for a way to get it back. Should I just take the flight or can I have the airline ship it back? And fr, should i drop this friend lol. Dont use skip lagged people, esp when youre like me. Late and manipulated into this mess.”

*Source: Reddit*

*Author: Flippedmacaronisalat*

*Date: 2023-10-01*

*URL: [https://www.reddit.com/r/travel/comments/16wupkp/fukd\\_up\\_by\\_using\\_skip\\_lag/](https://www.reddit.com/r/travel/comments/16wupkp/fukd_up_by_using_skip_lag/)*

*American Airlines Reference: N*

7. “Used @Skiplagged and they made me check my bag. See my luggage in a week or so..”

*Source: Twitter*

*Author: @Koridarnell*

*Date: 2016-06-05*

*URL: <http://twitter.com/Koridarnell/statuses/739459507491737601>*

*American Airlines Reference: N*

### **Dishonored Ticket/Had to Pay Extra**

1. “@Skiplagged used @AmericanAir to book a flight I found & AA refused to let me carryon when I mentioned ur app & made me pay for a new flight”

*Source: Twitter*

*Author: @nicolebrajer*

*Date: 2017-01-20*

*URL: <http://twitter.com/nicolebrajer/statuses/822303955908628484>*

*American Airlines Reference: Y*

2. “@Skiplagged My son just purchased his first airfare using skiplagged, Tuscan to LA. American Airlines made him purchase a new ticket to board! \$172 on top of what he spent on app. Can he get a refund? This is effed up!”

*Source: Twitter*

*Author: @itwitt2*

*Date: 2021-08-18*

*URL: <http://twitter.com/itwitt2/statuses/1428113256477073410>*

*American Airlines Reference: Y*

3. “@Ieshialot Just stay away from Skiplagged if you’re booking american, security was about to come get me in Philly if I didn’t rebook

I don't have a ticket today.”

*Source: Twitter*

*Author: @\_\_\_\_\_de*

*Date: 2021-01-24*

*URL: [http://twitter.com/\\_\\_\\_\\_\\_/de/statuses/1353408328173555713](http://twitter.com/_____/de/statuses/1353408328173555713)*

*American Airlines Reference: Y*

6. “A word of caution on Skiplagged - use it too often and American will catch on and start pulling bullshit. I've been denied boarding to a flight, at the gate in terminal C, after checking in!”

*Source: Reddit*

*Author: ihrtbeer*

*Date: 2022-12-09*

*URL:*

*[https://www.reddit.com/r/Charlotte/comments/zgwg3j/how\\_do\\_you\\_save\\_money\\_flying\\_with\\_clt\\_being\\_so/izj0exh/](https://www.reddit.com/r/Charlotte/comments/zgwg3j/how_do_you_save_money_flying_with_clt_being_so/izj0exh/)*

*American Airlines Reference: Y*

7. “@AmericanAir @Skiplagged the carryon clearly fits. I have carried it on multiple AA flights. AA forced me to pay 4 a new flight #skiplagged <https://t.co/uN1sK2UgV8>”

*Source: Twitter*

*Author: @nicolebrajer*

*Date: 2017-01-20*

*URL: <http://twitter.com/nicolebrajer/statuses/822347673030098944>*

*American Airlines Reference: Y*

8. “@\_StayFit101 So basically AA considers this to be cheating the system. Skiplagged gets you lower rates by booking your flight as connecting and you get off at the layover. That's what I did, my ticket got flagged. When I got to the airport I had to pay an additional \$150 & bumped to standby.”

*Source: Twitter*

*Author: @dorianjanelle*

*Date: 2022-05-08*

*URL: <http://twitter.com/dorianjanelle/statuses/1523387295906566145>*

*American Airlines Reference: Y*

9. “Hi everyone, I read the FAQ but have a question regarding getting fines/banned for life from American. I bought a skiplagged flight from DTW to FLL - with a connection in CLT (my intended destination). I tried to check in, but the gate attendant told me they knew CLT was my final destination and if I did not pay the change fee & did not get on my flight to FLL, I would be banned from American for life. Has anyone had experience with this? I know not to check bags etc, and have taken 50+ flights with skiplagged & have never had an issue. Thanks”

*Source: Reddit*

*Author: @laith-the-arab*

*Date: 2022-02-06*

*URL: [https://www.reddit.com/r/Flights/comments/sm97ni/change\\_fees\\_on\\_skiplagged/](https://www.reddit.com/r/Flights/comments/sm97ni/change_fees_on_skiplagged/)*

*American Airlines Reference: Y*

10. “@AmericanAir @Skiplagged as a member of @NBCUniversal, a frequent flyer, I was shocked I was forced off the line & to pay for a new flight!”

*Source: Twitter*

*Author: @nicolebrajer*

*Date: 2017-01-20*

*URL: <http://twitter.com/nicolebrajer/statuses/822344867619557376>*

*American Airlines Reference: Y*

11. “@AmericanAir @Skiplagged AA has the worst customer service in our nation! AA CLAIMS THIS BAG ISN'T A CARRYON! Forced me to buy a new flight. <https://t.co/JrTRVaQ8rj>”

*Source: Twitter*

*Author: @nicolebrajer*

*Date: 2017-01-20*

*URL: <http://twitter.com/nicolebrajer/statuses/822357723127762944>*

*American Airlines Reference: Y*

12. “@AmericanAir @Skiplagged u let ppl pass w me their carryons but BC I booked thru #skiplagged AA gave me no option than 2 pay 4 a new flight! <https://t.co/ySRBcY6wRD>”

*Source: Twitter*

*Author: @nicolebrajer*

*Date: 2017-01-20*

*URL: <http://twitter.com/nicolebrajer/statuses/822349705979916289>*

*American Airlines Reference: Y*

13. “@DiskullOfficial @Skiplagged @AnthonyAttia24 Do not recommend skiplagging on the way back. Got flagged coming back from New York with @Megamarv97. American made us pay the flight in full since they knew we fly out of Charlotte and weren't getting on the connecting flight

*Source: Twitter*

*Author: @Hozay\_Guap*

*Date: 2022-12-20*

*URL: [http://twitter.com/Hozay\\_Guap/statuses/1605078826593443840](http://twitter.com/Hozay_Guap/statuses/1605078826593443840)*

*American Airlines Reference: Y*

14. “@Skiplagged @AmericanAir wouldn't refund me the change fee - made me purchase a brand new flight & miss my original cus I mentioned ur app.”

*Source: Twitter*

*Author: @nicolebrajer*

*Date: 2017-01-20*

*URL: <http://twitter.com/nicolebrajer/statuses/822307917722370051>*

*American Airlines Reference: Y*

15. “@united @CFPB @AmericanAir @MarkWarnerVA @timkaine @Skiplagged Current attempt is a @united employee telling me it is another \$1000 I have to pay...to KEEP MY SAME FLIGHT.”

*Source: Twitter*

*Author: @MsWZ*

*Date: 2017-09-18*

*URL: <http://twitter.com/MsWZ/statuses/909593100372324354>*

*American Airlines Reference: N*

## Cost Was Higher Than Expected

1. “@Skiplagged \$35 service fees yeah you guys are bugging I’ll just book my flight via American. SMH! Use to love u guys”

*Source: Twitter*

*Author: @candydeepthr0at*

*Date: 2023-11-14*

*URL: <http://twitter.com/candydeepthr0at/statuses/1724359090648801288>*

*American Airlines Reference: Y*

2. “BUYERS BEWARE! This company @ExploreTrip, found on @Skiplagged .com, will promise prices on internet and then inform you that you need to pay more money to secure your booking. They will even try to get you to pay more than the price on the airline's website #scammers #fraud <https://t.co/3L105ps7H3>”

*Source: Twitter*

*Author: @cati4563*

*Date: 2019-02-03*

*URL: <http://twitter.com/cati4563/statuses/1092121343275999232>*

*American Airlines Reference: N*

3. “@Skiplagged how do I contact customer service? I booked a flight, entered CC#, it was transferred to ExploreTrips who cancelled it with no notification. Now the trip is twice as expensive. #Angry”

*Source: Twitter*

*Author: @Audiv8q*

*Date: 2019-10-23*

*URL: <http://twitter.com/Audiv8q/statuses/1187109886036865025>*

*American Airlines Reference: N*

## Passport Issues

1. “i used skiplagged (great site, highly recommend )to book a flight home to CA from Hawaii early because my original flight overlapped with school. I show up to the airport and they ask me for my passport because the flight is technically to Canada with a layover in SF (where I planned to get off). I frantically call the airline an hour before the flight and try and explain the situation and they offer to change my flight for a \$300 change fee ONTOP of the price of the new ticket. I hang up and change my story to someone stole my passport and I need to get on this flight to San Francisco where I can get a new passport and they no questions change my flight for no fees.”

*Source: Reddit*

*Author: j-blizzle*

*Date: 2017-10-17*

*URL: [https://www.reddit.com/r/AskReddit/comments/76xpa3/reddit\\_whats\\_your\\_top\\_holy\\_shit\\_that\\_worked\\_moment/dohyfu3/#](https://www.reddit.com/r/AskReddit/comments/76xpa3/reddit_whats_your_top_holy_shit_that_worked_moment/dohyfu3/#)*

*American Airlines Reference: N*

2. “@Skiplagged you didn't tell me I'd need my passport to get through security for a domestic flight!! Stuck and stressed.”

*Source: Twitter*

*Author: @StormMurphy*

*Date: 2016-01-11*

*URL: <http://twitter.com/StormMurphy/statuses/686539365661700096>*

*American Airlines Reference: N*

3. “Usually it works great if one knows what s/he is doing, but one time was hilarious (to me). Wanted to go to PHX. Flt was \$300+. Flt from LAX to Vegas was \$48!!! with a layover conveniently in PHX. No brainer. Worked fine going. On the way back I had a flt to Seattle w a layover in LA. Mechanical issues cancelled the flt. They tell everyone they will rebook at the counter. The over accommodating agent is like “you’re in luck - there’s a direct flight to Seattle & we can upgrade you”! And it leaves in 30 minutes so you’ll arrive sooner!! Damn good customer service. What do I do!!? What can I say? “Oh no, I like layovers, inefficiency & downgrades”? I told her I had to go to the restroom- where I stayed until the flight left. Went online to book & there was a flight to BC w/ a layover in LA (not sure why it’s cheaper to go to BC from Phoenix than to LA). They wouldn’t let me board that flight b/c I didn’t have my passport. WTH? Can I have someone in LA meet me w it? No, you can’t board an international flt w no passport. But it’s going to LA 1st, which isn’t international. She said you can’t do that, but you wouldn’t want to take the chance of being stuck in LA. (Actually I would!) Ended up staying another night in PHX to catch the same PHX- LAX-Seattle flt I had originally. Even w the extra night hotel (and fun) I still saved almost \$200! And the longer version makes for a great

story. Hope they can't trace me thru this story. Crap"

*Source: Reddit*

*Author: go4urs*

*Date: 2023-07-17*

*URL: [https://www.reddit.com/r/TravelHacks/comments/152fom9/my\\_hilarious\\_to\\_me\\_skiplagged\\_story/](https://www.reddit.com/r/TravelHacks/comments/152fom9/my_hilarious_to_me_skiplagged_story/)*

*American Airlines Reference: N*

4. "I fucked myself over last week I used @Skiplagged and didn't have my passport smh I didn't land at my destination had to purchase a new one way that shit sucked"

*Source: Twitter*

*Author: @Itz\_RicanSteph*

*Date: 2018-10-02*

*URL: [http://twitter.com/Itz\\_RicanSteph/statuses/1046939729013497856](http://twitter.com/Itz_RicanSteph/statuses/1046939729013497856)*

*American Airlines Reference: N*

5. "@Skiplagged ...Really messed me and my kids vacation return UP. Our return flights... Needed PASSPORTS from Hawaii. Had to buy NEW full fare tickets! <https://t.co/LzF3E6auhz>"

*Source: Twitter*

*Author: @TamekaRaymond*

*Date: 2018-01-08*

*URL: <http://twitter.com/TamekaRaymond/statuses/950464317270343680>*

*American Airlines Reference: N*

6. "If you ever use Skiplagged, please don't be like me and forget your passport by not thinking about the fact that you purchased an international flight since you just plan on getting off at a domestic layover

*American Airlines Reference: N*

8. “I was flying through SFO about a week ago at this point and I booked a flight to Seattle as a hidden city flight connecting to Calgary. I didn't have my passport, but I was effectively only taking the flight to Seattle. An attendant sent me to special services desk saying there was a way for me to get on the initial flight, knowing I had used Skiplagged. The Delta attendant at the services desk, seeing my issue, was adamant about it being impossible for me to get on the flight. He then began lecturing me about how I was a hipster and how I couldn't "cheat the system" among other things. He included that it was possible to get me booked just for the Seattle flight, but simply wouldn't. Due to the circumstances, I needed to book an emergency second flight to Seattle. Is there anything I can do about this? Can an airline decline service because of how I booked my flight?”

*Source: Reddit*

*Author: KindaCompostable*

*Date: 2017-06-10*

*URL: [https://www.reddit.com/r/legaladvice/comments/6geakw/wa\\_i\\_wasnt\\_allowed\\_on\\_a\\_flight\\_because\\_i\\_used/#](https://www.reddit.com/r/legaladvice/comments/6geakw/wa_i_wasnt_allowed_on_a_flight_because_i_used/#)*

*American Airlines Reference: N*

## General Dissatisfaction

1. “@Skiplagged you guys took my money for the ticket and service fee. Now @AmericanAir says I don’t have a ticket today”

*Source: Twitter*

*Author: @\_\_\_\_\_de*

*Date: 2021-01-24*

*URL: [http://twitter.com/\\_\\_\\_\\_de/statuses/1353408328173555713](http://twitter.com/____de/statuses/1353408328173555713)*

*American Airlines Reference: Y*

2. “Am I being punked @AmericanAir @Skiplagged This is a deceitful way to sell tickets and take people's money! #shameful #fraud #AmericanAirlines #skiplagged”

*Source: Twitter*

*Author: @JessyDiva59*

*Date: 2021-09-26*

*URL: <http://twitter.com/JessyDiva59/statuses/1441930656670523393>*

*American Airlines Reference: Y*

3. “@Skiplagged @AmericanAir absolutely horrible misleading and deceptive services. Want a direct flight to #WashingtonDC - then sell me a cheap ticket going all the way to #Richmond - where I can't have a carry on luggage & hence needed to buy a fresh ticket altogether. Outrageous!”

*Source: Twitter*

*Author: @Akshobh*

*Date: 2017-12-02*

*URL: <http://twitter.com/Akshobh/statuses/937040316351250433>*

*American Airlines Reference: Y*

4. “I am so annoyed with @AmericanAir & @Skiplagged someone needs to produce my voucher, apply a credit or give me my money back TODAY INSTANTLY!!!”

*Source: Twitter*

*Author: @kushmie*

*Date: 2020-08-17*

*URL: <http://twitter.com/kushmie/statuses/1295374798873219072>*

*American Airlines Reference: Y*

5. “Hey, just some more info — this exact thing happened to me. Traveling for work. Boss booked a Skiplagged from CMH->CLT(home airport)->LGA. The app would not let me get my boarding pass. See ticket agent. Agent informs me that because I have an NC ID, they believe it is not my intention to actually fly to LGA. I told him he can believe whatever he wants and that I would

like my ticket. He, having no recourse, did print my ticket. Flight to LGA ended up being delayed a couple hours (oh nooo), so I ended up leaving CLT with no issues. I have never used Skiplagged for American because of this. Not worth the risk. But they really did flag me because of my ID.”

*Source: Reddit*

*Author: @Castalyca*

*Date: 2023-07-11*

*URL: [https://www.reddit.com/r/americanairlines/comments/14wr746/teenager\\_taken\\_to\\_security\\_room\\_and\\_interrogated/jrv6mu/](https://www.reddit.com/r/americanairlines/comments/14wr746/teenager_taken_to_security_room_and_interrogated/jrv6mu/)*

*American Airlines Reference: Y*

6. “Hey guys I was wondering if anyone who is familiar with Skiplagged can help me understand this. This is my first time using Skiplagged and I am not much of a traveler. I live in NYC. I am planning a week trip in Cancun followed by a couple of days in Miami. Three flights in all. JFK to Cancun (American Airlines), Cancun to Miami (JetBlue), then Miami to JFK (also JetBlue). However, I am now seeing that my credit card was charged for these random flights in Tulsa Oklahoma and Salt Lake City Utah?? I immediately suspected fraud, but interestingly enough, the charges are for the **\*\*same exact prices\*\*** as my vacation flights. I did some research on how Skiplagged works and apparently the website shows you hidden city flights. I didn't understand this before - so now I am wondering if I happened to unknowingly book a hidden city flight from Tulsa >>> NYC >>> Cancun or something, and am now being charged the full price by the airlines? I have no idea what's going on. Or is this just fraud? Was my info sow hacked and now someone is buying tickets from my card? Who would I go to to resolve this issue? The airlines or skiplagged? Or my credit card company for fraud? I've seen articles about Airlines banning or suing customers for booking through skiplagged, and I don't want to get in any trouble. Please help me understand this so I know how to explain my situation when I talk to a representative from an airline.”

*Source: Reddit*

*Author: @mykashu*

*Date: 2021-05-07*

*URL: [https://www.reddit.com/r/travel/comments/n759ar/i\\_used\\_skiplagged\\_to\\_book\\_a\\_trip\\_are\\_these/](https://www.reddit.com/r/travel/comments/n759ar/i_used_skiplagged_to_book_a_trip_are_these/)*

*American Airline Reference: Y*

7. “I just want to cancel my flight @Skiplagged & @AmericanAir giving me the hardest time ever then i have @Allianz insurance on this flight and it's a complete waste of money not helpful at all I'm so over all of these companies completely disgusted!!!”

*Source: Twitter*

*Author: @KassidyBankss*

*Date: 2021-06-07*

*URL: <http://twitter.com/KassidyBankss/statuses/1402011904055332870>*

*American Airlines Reference: Y*

8. “don’t ever use @Skiplagged , they had me stranded in Aruba! Been otp for 6+ hours trying to reach @AmericanAir & @priceline , yall got me alllllll the way eff’d up!!!!!!!!!!”

*Source: Twitter*

*Author: @notgnerahk*

*Date: 2021-06-14*

*URL: <http://twitter.com/notgnerahk/statuses/1404292375971774464>*

*American Airlines Reference: Y*

9. “DON’T buy a connecting flight for American Airlines through Skiplagged

12. “@Skiplagged terrible, I’m so disappointed about your service”

*Source: Twitter*

*Author: @eliasferreirah*

*Date: 2020-12-26*

*URL: <http://twitter.com/eliasferreirah/statuses/1342933144983511041>*

*American Airlines Reference: N*

13. “I really may never use @skiplagged again. Girlfriend and I paid for the upgraded seats on our @united flights over a month ago and had our seats changed with no notification or refund. Customer support has been terrible to deal with. Over 7 hours of waiting total... no response”

*Source: Twitter*

*Author: @ThatMFerr*

*Date: 2021-06-08*

*URL: <http://twitter.com/ThatMFerr/statuses/1402222251282468866>*

*American Airlines Reference: N*

14. “@Skiplagged this flight is really important, and to be totally duped by your service/app is terrible”

*Source: Twitter*

*Author: @CaelinCX*

*Date: 2018-09-15*

*URL: <http://twitter.com/CaelinCX/statuses/1040782338869927937>*

*American Airlines Reference: N*

15. “@Skiplagged you guys really need to stop lying to your users and saying this as false hope. you’ve been saying the price might go down for 10 days and it’s just been shooting up ever since. terrible feature that cost me hundreds <https://t.co/9UiD4GrDdV>”

*Source: Twitter*

*Author: @SwallowMeHole*

*Date: 2021-06-17*

*URL: <http://twitter.com/SwallowMeHole/statuses/1405458169082650631>*

*American Airlines Reference: N*

16. “@Skiplagged Urgently seeking help, reached out this morning re: a reservation, no response. I trusted your 24-hour cancellation guarantee +My initial purchase was based on trust in ur policies. Now, with my money taken and policies not upheld, it's a terrible customer journey.”

*Source: Twitter*

*Author: @heidifamilia*

*Date: 2023-11-18*

URL: <http://twitter.com/heidifamilia/statuses/1725669070425522550>

American Airlines Reference: N

17. “For me it was skyscanner until last year, it really got terrible. Skiplagged turned terrible too, secret flying? Terrible”

Source: Reddit

Author: yerry\_Sanchez

Date: 2023-03-30

URL: [https://www.reddit.com/r/TravelHacks/comments/1268g6t/what\\_are\\_the\\_best\\_and\\_most\\_well\\_hidden\\_secrets\\_to/je8a3uu/](https://www.reddit.com/r/TravelHacks/comments/1268g6t/what_are_the_best_and_most_well_hidden_secrets_to/je8a3uu/)

American Airlines Reference: N

18. “@Skiplagged Lina #72 was whack. Unhelpful and left me on hold for several minutes at a time. I’m disappointed you couldn’t refund the difference of my flight. Regret sharing u to friends.

21. “Almost had a situation with my luggage because of this damn skip lagged app. I don't know that I can trust it now.”

*Source: Twitter*

*Author: @QuoirBoy*

*Date: 2016-12-22*

*URL: <http://twitter.com/QuoirBoy/statuses/811930426335956993>*

*American Airlines Reference: N*

22. “@Skiplagged I wanted to share my experience with @Saudi\_Airlines : My luggage arrived broken Reaching your customer service department was remarkably difficult Staff seemed unwilling to acknowledge the airline's responsibility for the damage. @Saudia\_Care #be\_aware @RiyadhSeason @NEOM <https://t.co/QowJ9b37s2>”

*Source: Twitter*

*Author: @A\_Suray7i*

*Date: 2023-10-11*

*URL: [http://twitter.com/A\\_Suray7i/statuses/1712179287778861412](http://twitter.com/A_Suray7i/statuses/1712179287778861412)*

*American Airlines Reference: N*

23. “Yo skiplagged really almost made me lose all my luggage lmfaoo Im glad ik how to talk to ppl”

*Source: Twitter*

*Author: @prodilovechris*

*Date: 2019-05-04*

*URL: <http://twitter.com/prodilovechris/statuses/1124663991110909952>*

*American Airlines Reference: N*

24. “@Skiplagged Extremely angry with your services right now and I will be requesting a refund. I scheduled a flight through you to leave today and somehow it was changed to July 13. Come to find out, 3 more families were in line ALSO expecting to leave today. #ripoff”

*Source: Twitter*

*Author: @LaTori\_Blair*

*Date: 2018-06-29*

*URL: [http://twitter.com/LaTori\\_Blair/statuses/1012802242452295680](http://twitter.com/LaTori_Blair/statuses/1012802242452295680)*

*American Airlines Reference: N*

#### **4. Consumer behavior and advertising and marketing theories and findings that support the validity of our empirical findings.**

When searching for cheap flights or directly for Skiplagged, the Skiplagged messages are very appealing.

Consider for example the prominent first search results sponsored by Skiplagged. “Skiplagged: the smart way to find cheap flights.” And the follow up heading “Find flights the airlines don’t want you to see,” “cheap flights to NY,” and next to it the Nerd Wallet post: “What is Skiplagged and how to use it,” with the following opening sentence: “Skiplagged is a legit way to reduce the cost of certain flights. By booking a hidden city ticket, you might be able to save hundreds of dollars.”

These and similar messages are appealing and meet the RAVES criteria for effective advertising and offering.<sup>3</sup>

- **Relevant and respectful:**
  - The big cost savings make it very relevant for any consumer looking for cheap flights.
- **Actionable:**
  - The convenience of a click away from getting the savings is very actionable and tempting.
  - The assurance of legitimacy also makes it more actionable.
- **Valuable:**
  - The big cost savings make it valuable for sophisticated consumers who weigh the cost benefits of the offer, given that Skiplagged does not disclose all the risks. The benefit of cost savings outweighs the few identified risks.
  - The presentation of the tickets with the AA logo and their typical format (see the stimuli we used in our study) further increases the consumer confidence that they are dealing with a legitimate agent of AA.
- **Experiential:**
  - The presentation of the offering with the AA logo and format assures the consumer an experience similar to the one they experience in dealing with AA directly or with authorized agents of AA.

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<sup>3</sup> Based on Wind and Hays, *Beyond Advertising: Creating Value Through all Customer Touchpoints*. Wiley, 2016

- **Sharable story:**

- The hidden city story is clever, doing something which is legal, but the airlines do not like is intriguing and could tempt consumers to buy it and share it with others.
- And for some, the creative way of finding loopholes to get cheaper flights is appealing as well as a “David against Goliath” scheme.

Thus, based on what we know about how advertising works, the Skiplagged message and offering is clever and likely to work. While the FAQ includes a bit more information about the risks of Hidden city offering, the reality is that consumers rarely if ever read the small print.

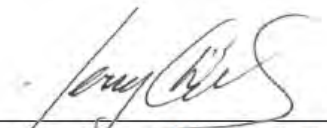
## **VI. CONCLUSION**

The conclusion of my analysis is:

1. The results of two consumer experiments among 600 consumers show conclusively that Skiplagged’s non-hidden city and hidden city ticket offerings deceive consumers to believe that Skiplagged is an authorized agent of or otherwise associated with American.
  - These results are clearly summarized in Exhibit 6a (p 41-42), which shows that 75% of consumers exposed to the non-hidden city ticket and 73% of the consumers exposed to the hidden city ticket believe that Skiplagged is associated with American.
    - This is just slightly below the level of perceived association between Expedia (the control groups) and American.
2. The results of the experiments clearly show that Skiplagged deceives consumers of its non-hidden city tickets to believe that purchasing a ticket on Skiplagged.com is cheaper than purchasing a ticket directly from American. In fact, 62% of the consumers exposed to the Skiplagged regular/non-hidden city stimulus believed that buying tickets through Skiplagged is cheaper than buying directly from the airline. See Exhibit 7.

- Relatedly, consumers of both the non-hidden city and hidden city tickets believed that Skiplagged does not charge an additional fee on top of the airline's total ticket costs (Exhibit 8a).
3. The results of the experiments clearly show that Skiplagged deceived consumers of its hidden city tickets to believe the following:
    - a. That a hidden city ticket bought through Skiplagged is a valid ticket – 70% of the respondents. See Exhibit 9a;
    - b. That a hidden city ticket offered by Skiplagged carries no risk – 36% of the respondents. See Exhibit 9b; and
    - c. Among those who perceived some risk, less than 17% perceived any meaningful risk (Exhibit 10a), and most of them perceived only one meaningful risk (Exhibit 10b).
  4. Knowing the truth about the AA prices and the real risks associated with hidden city tickets has only limited impact on consumers' intentions to buy their next airline tickets from Skiplagged. See Exhibit 12.
  5. Overall, consumers perceived Skiplagged quite similarly to their perceptions of Expedia, the legitimate and *authorized* travel agent of American that served as our control.
  6. The above findings are strongly validated by the actual complaint data received by American (Exhibits 14 and 15), the complaints received by Skiplagged demonstrating a very large number of confused consumers (Exhibits 16 and 17), and consumer conversations on social networks (Exhibit 18).
  7. All of my findings are consistent with what one would expect from consumer behavior, advertising, and marketing theories and practices.
  8. Given these findings Skiplagged's practices are harming both consumers and American Airlines.

Philadelphia, Pennsylvania

  
Yoram (Jerry) Wind, Ph.D.

# Exhibit A-38

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# Exhibit A-39

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## 7. Travel Documents

Users are responsible for ensuring that they have all necessary travel documents to enter their ticketed final destination. This includes, but is not limited to, Passport and Visa. Destination entry requirements vary by Country and the citizenship held by the user. Skiplagged has no special knowledge with regard to entry requirements and therefore makes no guarantees of entry with purchases made on its web site or apps.

## 8. Fees

If you are making a purchase from outside your local country, your bank may convert your payment amount to your local currency and charge you a conversion fee. Rates are determined by your bank, not Skiplagged. In such cases, the amount shown on your billing statement may be different from the amount shown on Skiplagged's web site or apps at the time of purchase. They may also charge you a foreign transaction fee depending on the type of card you use and how they choose to classify the transaction. With some cards, booking an international trip is considered an international purchase. We urge users to check with their banks prior to making an international purchase. For purchases made on Skiplagged's web site, there may be a fee charged. The full amount of this fee will be disclosed to user prior to making their payment.

## 9. Site Terms of Use Modifications

Skiplagged may revise these terms of use for its web site at any time without notice. By using this web site you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

## 10. Indemnity

You agree to indemnify, hold harmless and defend Skiplagged and Skiplagged's affiliates, subsidiaries, officers, directors, employees, agents and licensors at your expense, against any and all third party claims, actions, proceedings and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and other dispute resolution expenses) incurred by Skiplagged arising out of or relating to (a) breach of any term of this Agreement or (b) violation of any law, rule or regulation or the rights of any third party or (c) your use of or access to Skiplagged's website, app or intellectual property.

## 11. Governing Law

Any claim relating to Skiplagged's web site or app shall be governed by the laws of the State of New York without regard to its conflict of law provisions.

skiplagged


[ABOUT \(/ABOUT/\)](#)[FAQ \(/FAQ/\)](#)[PRESS \(/PRESS/\)](#)[TERMS \(/TERMS/\)](#)[CAREERS \(/CAREERS/\)](#)


English


USD

<https://twitter.com/skiplagged>

<https://www.instagram.com/skiplagged>

<https://www.facebook.com/Skiplagged/>

 (/ios)

 (/android)

Feedback

# Exhibit A-40

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# Exhibit A-41

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